

**** WARNING ** WARNING ** WARNING ** WARNING ****

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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

**NOTICE TO CONTRACTORS
AND
SPECIAL PROVISIONS**

**FOR CONSTRUCTION ON STATE
HIGHWAY IN**

**SAN MATEO COUNTY ABOUT 14.5 km SOUTH OF HALF
MOON BAY AT TUNITAS CREEK BRIDGE.**

DISTRICT 04, ROUTE 1

For use in connection with Standard Specifications DATED JULY 1999, Standard Plans DATED JULY 1999, and Labor Surcharge and Equipment Rental Rates.

CONTRACT NO. 04-1S2304

(INFORMAL BIDS CONTRACT)

04-SM-1-33.5

**Federal Aid Project
ACSTP-35H2(004)E**

Bids Open: August 17, 2000 at 10:00 a.m.

Dated: August 11, 2000

OSD

IMPORTANT SPECIAL NOTICES

- The Department's control over the work area is governed by environmental regulatory agencies. The Department has committed to completion of the construction of the tie back retaining wall by October 15, 2000. The Department will request a time extension to this October 15, 2000 commitment. Said request will be made on or after October 5, 2000.
- The bidder's attention is directed to the following special requirements for this project concerning award and execution of contract and beginning of work:

DBE information shall be submitted **with the bid proposal**. (See **Section 2-1.02B** of the special provisions.) The evaluation of the effort to meet the DBE goal will be based on the information provided with the bid proposal. If the goal was not met, Caltrans' determination of good faith effort, based on the information provided with the bid, will be made on the day of the bid opening and the decision will be final. All subcontractors listed in the DBE Information shall be available, by phone, on the day of the bid opening.

It is anticipated that this contract will be awarded on the same day as the bid opening and the decision will be final. The Bidder shall have a representative available at the location of the bid opening to answer questions and accept the awarded contract. (See Section 3 of the special provisions.)

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (see Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the specified time for executing and returning the contract for approval.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 2 hours after the opening of bids of the alleged mistake in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. (See Section 2-1.01 of the special provisions.) Caltrans' FAX number for submitting this information is (916)227-6282. Such information shall be submitted "Attention Office Engineer."

The Contractor may begin work after award of the contract at his own risk. The contract work shall be completed before the expiration of 120 working days **beginning at 12:01 a.m. of the day after the day of contract award**. (See Section 4 of the special provisions).

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Office of Office Engineer within **4** days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. (See Section 3 of the special provisions.)

If properly executed by the bidder, it is anticipated the contract will be approved within 24 hours of when the executed contract and contract bonds are received by the Department.

The Contractor is encouraged to execute the contract documents on the day the contract is awarded. The Department will make every effort to approve the contract on the same day when it receives the contractor-executed contract documents.

The time limit specified in the Special Provisions for the completion of work contemplated herein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. It is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary to ensure that the work will be completed within the time limit specified. (See Section 4 of the Special Provisions).

The following forms have been included at the end of the Proposal and Contract book to assist the successful bidder in early execution of the contract documents: Payment Bond, Performance Bond and Payee Data Record.

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

Insert Seal Sheet Here

TABLE OF CONTENTS

NOTICE TO CONTRACTORS.....	1
COPY OF ENGINEER'S ESTIMATE	5
SPECIAL PROVISIONS	9
SECTION 1. SPECIFICATIONS AND PLANS.....	9
SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS.....	9
2-1.01 GENERAL.....	9
2-1.015 FEDERAL LOBBYING RESTRICTIONS.....	10
2-1.02A DBE GOAL FOR THIS PROJECT.....	12
2-1.02B SUBMISSION OF DBE INFORMATION	12
SECTION 3. AWARD AND EXECUTION OF CONTRACT.....	13
SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES	14
SECTION 5. GENERAL	15
SECTION 5-1. MISCELLANEOUS	15
5-1.01 PLANS AND WORKING DRAWINGS	15
5-1.015 LABORATORY	15
5-1.02 LABOR NONDISCRIMINATION.....	15
5-1.03 INTEREST ON PAYMENTS	15
5-1.04 PUBLIC SAFETY	16
5-1.05 SURFACE MINING AND RECLAMATION ACT.....	17
5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES.....	17
5-1.07 YEAR 2000 COMPLIANCE.....	17
5-1.075 BUY AMERICA REQUIREMENTS.....	17
5-1.08 SUBCONTRACTOR AND DBE RECORDS	18
5-1.083 DBE CERTIFICATION STATUS	18
5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS	18
5-1.09 SUBCONTRACTING.....	19
5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS	19
5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS	19
5-1.11 PARTNERING	19
5-1.11 PAYMENTS.....	20
5-1.12 RELATIONS WITH THE UNITED STATES FISH AND WILDLIFE SERVICE.....	20
SECTION 6. (BLANK).....	20
SECTION 7. (BLANK).....	20
SECTION 8. MATERIALS	20
SECTION 8-1. MISCELLANEOUS	20
8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS	20
8-1.02 APPROVED TRAFFIC PRODUCTS.....	26
PAVEMENT MARKERS, PERMANENT TYPE.....	26
PAVEMENT MARKERS, TEMPORARY TYPE.....	27
STRIPING AND PAVEMENT MARKING MATERIAL	27
CLASS 1 DELINEATORS.....	28
CHANNELIZERS	28
CONICAL DELINEATORS, 1070 mm.....	28
OBJECT MARKERS.....	29
TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS	29
THREE BEAM BARRIER MARKERS.....	29
CONCRETE BARRIER DELINEATORS, 400 mm	29
CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm).....	29
SOUND WALL DELINEATOR.....	29
GUARD RAILING DELINEATOR.....	29
RETROREFLECTIVE SHEETING	30
SPECIALTY SIGN (All Plastic)	31
SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS	31
8-1.03 STATE-FURNISHED MATERIALS	31

8-1.04 ENGINEERING FABRICS.....	31
SECTION 8-2. CONCRETE.....	31
8-2.05 PORTLAND CEMENT CONCRETE.....	31
SECTION 8-3. WELDING.....	41
8-3.01 WELDING ELECTRODES	41
8-3.02 WELDING QUALITY CONTROL	42
SECTION 9. DESCRIPTION OF STRUCTURE WORK	46
SECTION 10. CONSTRUCTION DETAILS.....	46
SECTION 10-1. GENERAL	46
10-1.01 ORDER OF WORK.....	46
10-1.02 WATER POLLUTION CONTROL.....	46
STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES	48
SCHEDULE OF VALUES.....	50
SWPPP IMPLEMENTATION	50
MAINTENANCE	51
PAYMENT	51
10-1.03 NON-STORM WATER DISCHARGE.....	54
EXCAVATION DEWATER.....	54
MEASUREMENT AND PAYMENT	55
10-1.04 ENVIRONMENTALLY SENSITIVE AREA (GENERAL).....	55
10-1.05 TEMPORARY COVER	55
MATERIALS.....	55
INSTALLATION	55
MEASUREMENT AND PAYMENT	56
10-1.06 TEMPORARY DRAINAGE INLET PROTECTION	56
MATERIALS.—.....	56
INSTALLATION AND MAINTENANCE.—.....	57
MEASUREMENT AND PAYMENT.—.....	57
10-1.07 TEMPORARY CONCRETE WASHOUT FACILITY.....	57
MATERIALS.....	57
TEMPORARY CONCRETE WASHOUT FACILITY (TYPE ABOVE GRADE).....	58
TEMPORARY CONCRETE WASHOUT FACILITY (TYPE BELOW GRADE).....	58
MAINTENANCE AND REMOVAL	58
PAYMENT	58
10-1.08 TEMPORARY FENCE (TYPE ESA).....	58
MEASUREMENT AND PAYMENT	59
10-1.09 TEMPORARY CONSTRUCTION ENTRANCE/EXIT	59
INSTALLATION	60
MAINTENANCE	61
PAYMENT	61
10-1.10 TEMPORARY SILT FENCE.....	61
MATERIALS.....	61
INSTALLATION	62
MEASUREMENT AND PAYMENT	62
10-1.11 TEMPORARY PERIMETER BARRIER	62
MATERIALS.....	62
INSTALLATION	62
MEASUREMENT AND PAYMENT	63
10-1.12 PROGRESS SCHEDULE	63
10-1.13 MOBILIZATION	63
10-1.14 CONSTRUCTION AREA SIGNS	63
10-1.15 MAINTAINING TRAFFIC.....	64
10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS	65
CLOSURE SCHEDULE	65
CONTINGENCY PLAN	65
LATE REOPENING OF CLOSURES	65
COMPENSATION	65
10-1.17 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE.....	66
10-1.18 TEMPORARY PAVEMENT DELINEATION	66

GENERAL.....	67
TEMPORARY LANELINE AND CENTERLINE DELINEATION.....	67
TEMPORARY TRAFFIC STRIPE (TAPE)	67
TEMPORARY PAVEMENT MARKERS.....	68
MEASUREMENT AND PAYMENT	68
10-1.19 TEMPORARY FLASHING BEACON AND LIGHTING SYSTEM.....	69
OPERATION.....	69
CONDUCTORS AND WIRING.....	69
BONDING AND GROUNDING	69
SERVICE.....	69
COMMERCIAL POWER	69
SALVAGING SIGNAL SYSTEM.....	70
PAYMENT	70
10-1.20 TEMPORARY RAILING	70
10-1.21 CHANNELIZER	70
10-1.22 TEMPORARY CRASH CUSHION MODULE.....	70
GENERAL.....	70
MATERIALS.....	71
INSTALLATION	71
MEASUREMENT AND PAYMENT	72
10-1.23 EXISTING HIGHWAY FACILITIES	72
REMOVE PAVEMENT MARKER.....	72
REMOVE DELINEATOR	72
REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING	72
REMOVE PIPE	73
REMOVE ASPHALT CONCRETE DIKE.....	73
REMOVE ASPHALT CONCRETE BERM	73
RECONSTRUCT METAL BEAM GUARD RAILING.....	73
10-1.24 CLEARING AND GRUBBING.....	74
10-1.25 EARTHWORK.....	74
SOLDIER PILE WALL EARTHWORK	74
MEASUREMENT AND PAYMENT (EARTHWORK).....	75
10-1.26 PERIMETER CONFINEMENT BARRIER (EROSION CONTROL)	75
MATERIALS.....	76
INSTALLATION	77
MEASUREMENT AND PAYMENT	77
10-1.27 EROSION CONTROL (TYPE D).....	77
MATERIALS.....	78
APPLICATION	79
MEASUREMENT AND PAYMENT	80
10-1.28 TEE DISSIPATOR PROTECTION	80
MATERIALS.....	80
INSTALLATION	80
MEASUREMENT AND PAYMENT	81
10-1.29 WILLOW CUTTINGS (PLANT GROUP W).....	81
10-1.30 TOPSOIL	82
10-1.31 ASPHALT CONCRETE	82
10-1.32 PILING	83
GENERAL.....	83
STEEL SOLDIER PILING.....	83
MEASUREMENT AND PAYMENT (PILING)	83
10-1.33 DRILLED HOLES	84
10-1.34 TIEBACK ANCHORS.....	84
10-1.35 CONCRETE STRUCTURES.....	89
GENERAL.....	89
10-1.36 REINFORCEMENT.....	89
EPOXY-COATED REINFORCEMENT	90
10-1.37 TIMBER LAGGING	90
10.1.38 CLEAN AND PAINT STEEL SOLDIER PILING.....	91

CLEANING	92
PAINTING	92
REPAIR	93
PAYMENT	94
10-1.39 PREPARING AND PAINTING CONCRETE.....	94
10-1.40 CORRUGATED METAL PIPE	94
10-1.41 UNDERDRAIN	94
10-1.42 HORIZONTAL DRAIN	94
10-1.43 COLLECTOR SYSTEM (HORIZONTAL DRAIN)	94
10-1.44 OVERSIDE DRAIN	94
10-1.45 MISCELLANEOUS FACILITIES	95
10-1.46 SLOPE PROTECTION	95
10-1.47 MISCELLANEOUS CONCRETE CONSTRUCTION	95
10-1.48 INCLINOMETER	95
10-1.49 MISCELLANEOUS IRON AND STEEL.....	95
10-1.50 MARKERS AND DELINEATORS	95
10-1.51 METAL BEAM GUARD RAILING	96
TERMINAL SYSTEM (TYPE SRT)	96
10-1.52 CONCRETE BARRIER.....	97
10-1.53 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING	97
10-1.54 PAINT TRAFFIC STRIPE.....	97
10-1.55 PAVEMENT MARKERS	97
SECTION 10-2. (BLANK)	97
SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS.....	97
10-3.01 DESCRIPTION	97
10-3.02 COST BREAK-DOWN	97
10-3.03 CONDUIT	97
10-3.04 CONDUCTORS AND WIRING.....	98
10-3.05 SERVICE.....	98
10-3.06 FLASHING BEACONS	98
10-3.07 LUMINAIRES.....	98
10-3.08 PAYMENT	98
SECTION 11. (BLANK).....	98
SECTION 12. (BLANK).....	98
SECTION 13. (BLANK).....	98
SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS.....	99

STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
A20A	Pavement Markers and Traffic Lines, Typical Details
A20B	Pavement Markers and Traffic Lines, Typical Details
A62B	Limits of Payment for Excavation and Backfill - Bridge Surcharge and Wall
A62F	Excavation and Backfill - Metal and Plastic Culverts
A73B	Markers
A73C	Delineators, Channelizers and Barricades
A77A	Metal Beam Guard Railing – Typical Wood Post With Wood Block
A77B	Metal Beam Guard Railing - Standard Hardware
A77C	Metal Beam Guard Railing – Wood Post and Wood Block Details
A77D	Metal Beam Guard Railing – Typical Layouts
A77J	Metal Beam Guard Railing Connections to Bridge Railings, Retaining Walls and Abutments
A77L	Metal Beam Guard Railing and Single Faced Barrier Railing - End Treatment
A87	Curbs, Dikes and Driveways
D73	Drainage Inlets
D75A	Pipe Inlets
D77B	Bicycle Proof Grate Details
D87A	Corrugated Metal Pipe Down drain Details
D97A	Corrugated Metal Pipe Coupling Details No. 1 - Annular Coupling Band Bar and Strap and Angle Connectors
D97B	Corrugated Metal Pipe Coupling Details No. 2 - Hat Band Coupler and Flange Details
D97C	Corrugated Metal Pipe Coupling Details No. 3 - Helical and Universal Couplers
D97D	Corrugated Metal Pipe Coupling Details No. 4 - Hugger Coupling Bands
D97G	Corrugated Metal Pipe Coupling Details No. 7 - Positive Joints and Down drains
D102	Underdrains
H1	Planting and Irrigation - Abbreviations
H2	Planting and Irrigation - Symbols
T1A	Temporary Crash Cushion, Sand Filled (Unidirectional)
T1B	Temporary Crash Cushion, Sand Filled (Bidirectional)
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
T3	Temporary Railing (Type K)
T13	Traffic Control System for Lane Closure On Two Lane Conventional Highways
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-2A	Signal, Lighting and Electrical Systems - Service Equipment
ES-10	Signal, Lighting and Electrical Systems - Isolux Diagrams
ES-13A	Signal, Lighting and Electrical Systems - Splicing Details
ES-13B	Signal, Lighting and Electrical Systems - Wiring Details and Fuse Ratings

DEPARTMENT OF TRANSPORTATION

NOTICE TO CONTRACTORS

THIS IS AN INFORMAL BIDS CONTRACT

CONTRACT NO. 04-1S2304

04-SM-1-33.5

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR
CONSTRUCTION ON STATE HIGHWAY IN SAN MATEO COUNTY ABOUT 14.5 km SOUTH OF
HALF MOON BAY AT TUNITAS CREEK BRIDGE.**

will be received at the Department of Transportation, 1727 30th Street, Security Desk, Sacramento, California 95816, until 10 o'clock a.m. on August 17, 2000, at which time they will be publicly opened and read in a conference room at the same address. Caltrans staff will direct the bidders to the conference room.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT
FOR CONSTRUCTION ON STATE HIGHWAY IN SAN MATEO COUNTY ABOUT 14.5 km SOUTH OF
HALF MOON BAY AT TUNITAS CREEK BRIDGE.**

General work description: Tieback retaining wall to be constructed.

This project has a goal of 8 percent Disadvantaged Business Enterprise (DBE) participation.

No prebid meeting is scheduled for this project.

Bidder inquiries may be made as follows:

The Department will consider bidder inquiries only when a completed "Bidder Inquiry" form is submitted. A copy of the "Bidder Inquiry" form is available at the Internet address shown below. The bidder inquiry shall include the bidder's name and telephone number. Submit "Bidder Inquiry" forms to :

Construction Program Duty Senior
111 Grand Avenue
Oakland, CA 94612

Fax Number: (510) 622-1805

E-mail: DUTY_SENIOR_DISTRICT04@ dot.ca.gov

Tel. Number: (510) 286-5209

To expedite processing, submittal of "Bidder Inquiry" forms via Fax or E-mail is preferred.

To the extent feasible and at the discretion of the Department, completed "Bidder Inquiry" forms submitted for consideration will be investigated, and responses will be posted on the Internet at:

<http://www.dot.ca.gov/dist4/construction/CONTRACTINQUIRIES.html>

The responses to bidders' inquiries, unless incorporated into formal addenda to the contract, are not a part of the contract, and are provided for the bidder's convenience only. In some instances, the question and answer may represent a summary of the matters discussed rather than a word-for-word recitation. The availability or use of information provided in the responses to bidders' inquiries is not to be construed in any way as a waiver of the provisions of Section 2-1.03 of the Standard Specifications or any other provision of the contract, the plans, Standard Specifications or Special Provisions, nor to excuse the contractor from full compliance with those contract requirements. Bidders are cautioned that subsequent responses or contract addenda may affect or vary a response previously given.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or a combination of Class C licenses which constitutes a majority of the work.

Cross sections for this project are available at the office of the District Director of Transportation of the district in which the work is situated in paper copy format.

Bid packages with proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, P.O. Box 942874, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Project plans and special provisions may be obtained either at the preceding address, or at the Department of Transportation, 111 Grand Avenue, 12th Floor, Construction Office, Oakland, California 94623-0660, Telephone No. (510) 286-5209. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. Standard Specifications are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated August 11, 2000

JDR

COPY OF ENGINEER'S ESTIMATE
(NOT TO BE USED FOR BIDDING PURPOSES)

04-1S2304

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
2	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
3	019700	TEMPORARY COVER	LS	LUMP SUM
4	019701	TEMPORARY DRAINAGE INLET PROTECTION	EA	1
5	019702	TEMPORARY CONCRETE WASHOUT FACILITY	LS	LUMP SUM
6	019703	TEMPORARY FENCE (TYPE ESA)	M	270
7	019704	TEMPORARY CONSTRUCTION ENTRANCE/EXIT	LS	LUMP SUM
8	019705	NON-STORM WATER DISCHARGE	LS	LUMP SUM
9	019706	TEE DISSIPATOR PROTECTION	EA	2
10	074029	TEMPORARY SILT FENCE	M	270
11 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
12 (S)	120100	TRAFFIC CONTROL SYSTEM	LS	LUMP SUM
13	120151	TEMPORARY TRAFFIC STRIPE (TAPE)	M	600
14	120154	TEMPORARY MARKER	EA	56
15	120165	CHANNELIZER (SURFACE MOUNTED)	EA	27
16 (S)	019707	FLASHING BEACON AND LIGHTING (TEMPORARY)	LS	LUMP SUM
17	129000	TEMPORARY RAILING (TYPE K)	M	240
18 (S)	129100	TEMPORARY CRASH CUSHION MODULE	EA	11
19	150615	REMOVE ENTRANCE TAPER	EA	1
20	150659	REMOVE TERMINAL SECTION	EA	2

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21	150711	REMOVE PAINTED TRAFFIC STRIPE	M	200
22	150174	REMOVE THERMOPLASTIC TRAFFIC STRIPE	M	400
23	150722	REMOVE PAVEMENT MARKER	EA	60
24	150771	REMOVE ASPHALT CONCRETE DIKE	M	30
25	019708	REMOVE ASPHALT CONCRETE BERM	M	170
26	019709	REMOVE CORRUGATED PLASTIC PIPE	M	12
27	019710	REMOVE CORRUGATED STEEL PIPE	M	14
28	151224	REMOVE DELINEATOR	EA	6
29	151572	RECONSTRUCT METAL BEAM GUARD RAILING	M	54
30	160101	CLEARING AND GRUBBING	LS	LUMP SUM
31	190101	ROADWAY EXCAVATION	M3	10 000
32 (F)	192049	STRUCTURE EXCAVATION (SOLDIER PILE WALL)	M3	500
33 (F)	193029	STRUCTURE BACKFILL (SOLDIER PILE WALL)	M3	120
34 (F)	193119	LEAN CONCRETE BACKFILL	M3	345
35	198001	IMPORTED BORROW	TONN	40
36	019711	PERIMETER CONFINEMENT BARRIER (EROSION CONTROL)	M	171
37	019712	TEMPORARY PERIMETER BARRIER	M	270
38 (S)	203003	STRAW (EROSION CONTROL)	TONN	2
39 (S)	203014	FIBER (EROSION CONTROL)	KG	310
40	203024	COMPOST (EROSION CONTROL)	KG	940

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41 (S)	203045	PURE LIVE SEED (EROSION CONTROL)	KG	30
42 (S)	203061	STABILIZING EMULSION (EROSION CONTROL)	KG	70
43	390102	ASPHALT CONCRETE (TYPE A)	TONN	280
44	394001	PLACE ASPHALT CONCRETE DIKE	M	7
45	394002	PLACE ASPHALT CONCRETE (MISCELLANEOUS AREA)	M2	150
46	395000	LIQUID ASPHALT (PRIME COAT)	TONN	1
47	048366	STEEL SOLDIER PILING (HP 360 X 152)	M	1249
48 (S)	048367	DRILLED HOLE (760 MM)	M	1240
49 (S)	500050	TIEBACK ANCHOR	EA	192
50 (F)	510060	STRUCTURAL CONCRETE, RETAINING WALL	M3	240
51 (F)	510072	STRUCTURAL CONCRETE, BARRIER SLAB	M3	125
52 (F)	048368	CLASS 3 CONCRETE BACKFILL	M3	215
53	510502	MINOR CONCRETE (MINOR STRUCTURE)	M3	1
54 (S-F)	520106	BAR REINFORCING STEEL (EPOXY COATED)	KG	61 000
55 (F)	575004	TIMBER LAGGING	M3	240
56 (S)	048369	CLEAN AND PAINT STEEL SOLDIER PILE	LS	LUMP SUM
57	664010	300 MM CORRUGATED STEEL PIPE (2.01 MM THICK)	M	34
58	668084	JACKED 900 MM CORRUGATED STEEL PIPE (3.51 MM THICK)	M	34
59	680464	200 MM PERFORATED STEEL PIPE UNDERDRAIN	M	190
60	681501	FURNISH AND INSTALL DRAIN PIPE (HORIZONTAL DRAIN)	M	215

Item	Item Code	Item	Unit of Measure	Estimated Quantity
61	681502	DRILL HOLE (HORIZONTAL DRAIN)	M	215
62	681592	200 MM COLLECTOR SYSTEM (HORIZONTAL DRAIN)	M	170
63	690166	450 MM CORRUGATED STEEL PIPE DOWNDRAIN (2.01 MM THICK)	M	17
64	692246	450 MM DOWNDRAIN SLIP JOINT	EA	1
65	692385	450 MM ANCHOR ASSEMBLY	EA	4
66	700615	CORRUGATED STEEL PIPE INLET	EA	1
67	719569	MINOR CONCRETE (PIPE ENCASEMENT)	M3	22
68	721008	ROCK SLOPE PROTECTION (LIGHT, METHOD B)	M3	10
69	729010	ROCK SLOPE PROTECTION FABRIC	M2	35
70	731502	MINOR CONCRETE (MISCELLANEOUS CONSTRUCTION)	M3	0.5
71 (F)	750001	MISCELLANEOUS IRON AND STEEL	KG	255
72	019713	INSTALL INCLINOMETER	EA	2
73	820107	DELINEATOR (CLASS 1)	EA	14
74 (F)	833187	CONCRETE BARRIER (TYPE 27 MODIFIED)	M	175
75	839565	TERMINAL SYSTEM (TYPE SRT)	EA	2
76	840515	THERMOPLASTIC PAVEMENT MARKING	M2	17
77	840561	100 MM THERMOPLASTIC TRAFFIC STRIPE	M	400
78	840656	PAINT TRAFFIC STRIPE (2-COAT)	M	400
79 (S)	850102	PAVEMENT MARKER (REFLECTIVE)	EA	60
80	999990	MOBILIZATION	LS	LUMP SUM

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

SPECIAL PROVISIONS

Annexed to Contract No. 04-1S2304

SECTION 1. SPECIFICATIONS AND PLANS

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS

2-1.01 GENERAL

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

If the Bidder submits cash or a cashier's check or a certified check as the form of bidder's security (See Section 2-1.07 of the Standard Specifications), the Bidder shall also include with the bid submittal a signed and notarized affidavit from an admitted surety insurer that contract bonds, as required by Section 3-1.02, "Contract Bonds," of the Standard Specifications, will be provided within the time specified elsewhere in these special provisions for executing and returning the contract for approval.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, Ca 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

If the bidder claims a mistake was made in his bid, the bidder shall give the Department written notice within 2 hours after the opening of bids of the alleged mistake, in lieu of the 5 days specified in Section 2-1.095, "Relief of Bidders," in the Standard Specifications. The notice of alleged mistake shall specify in detail how the mistake occurred.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

Contract No. 04-1S2304

2-1.015 FEDERAL LOBBYING RESTRICTIONS

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
 - 1. The bidder will meet the goal by performing work with its own forces.
 - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
 - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.

- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.
 2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
 3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
 4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.
- G. Credit for materials or supplies purchased from DBEs will be as follows:
1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
 2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
 3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.
- H. Credit for DBE trucking companies will be as follows:
1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
 2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
 3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
 4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
 5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.

6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.
- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:

Disadvantaged Business Enterprise (DBE): «DBE_Goals» percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

<p>Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:</p> <p>Triaxial Management Services, Inc. - Oakland</p> <p>1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792</p>	<p>Districts 08, 11 and 12:</p> <p>Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108</p>
<p>Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:</p> <p>Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128</p>	<p>Districts 01, 02, 03 and 09:</p> <p>Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173</p>

2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted WITH THE BID on the "CALTRANS BIDDER - DBE INFORMATION" and "TELEPHONE LOG AND LIST OF REJECTED DBEs" forms included in the Proposal.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal shall be included in the "TELEPHONE LOG AND LIST OF REJECTED DBEs" form located in the Proposal and should include:

- A. The names, dates and times of notices of all certified DBEs solicited by telephone for this project and the dates, times and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- B. The names of DBEs who submitted bids which were not accepted and the reason for rejection of the DBE's bid.

It is the bidder's responsibility to be available, in person, the day of the bid opening to answer questions and provide good faith effort clarification. The bidder shall also assure that listed DBEs are available, by phone, on the day of the bid opening.

If it is found that the goal has not been met, the Department will review the information submitted with the bid to determine the bidder's good faith effort. In the event that the Department determines that a bidder has not made a good faith effort based on the information submitted with the bid and its independent investigation, the Department's decision will be final.

SECTION 3. AWARD AND EXECUTION OF CONTRACT

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications, and these special provisions for the requirements and conditions concerning award and execution of contract.

It is anticipated that this contract will be awarded on the same day as bid opening.

The bidder shall have a representative available at the location of the bid opening to accept the awarded contract. It is anticipated that the representative will not be required to stay later than the close of business of the day of bid opening.

If the lowest responsible bidder does not have a representative available to accept the contract award, the contract may be awarded to the second lowest responsible bidder. If the second lowest responsible bidder does not have a representative available to accept the contract award, the contract may be awarded to the next lowest responsible bidder who has a representative available to accept the contract award.

The award of the contract, if made, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

The contract shall be signed by the successful bidder and shall be received with contract bonds by the Office of Office Engineer within 4 days, not including Saturdays, Sundays and legal holidays, after the bidder has received notice that the contract has been awarded. Failure to do so shall be just cause for forfeiture of the proposal guaranty. The executed contract documents shall be delivered to the following address: Department of Transportation, P.O. Box 942874, Sacramento, CA 94274-0001, Attn: Office Engineer (MS 43) - Contracts.

The contractor is encouraged to execute the contract documents on the day the contract is awarded. The Department will make every effort to approve the contract on the same day when it receives the contractor-executed contract documents

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications, and to "Relations with the United States Fish and Wildlife Service" of these special provisions, and these special provisions.

The work shall be diligently prosecuted to completion before the expiration of **120 WORKING DAYS** beginning at 12:01 a.m. of the day after the day of contract award.

The 72 hours advance notice before beginning work as referred to in said Section 8-1.03 is changed to 24 hours advance notice for this project.

The Contractor shall pay to the State of California the sum of \$ 1,500 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

A working day is defined as a calendar day for this project. Paragraph 2 through paragraph 5, inclusive, of said Section 8-1.06 shall not apply. With the exception of days where work is prohibited by environmental regulatory agencies' constraints, the number of working days to complete the work shall include all non-working days, including those specified in these special provisions and those due to inclement weather or conditions resulting immediately therefrom.

For each and every calendar day's delay in completion of the Tieback Retaining Wall shown on the project plans in excess of **80** working days after contract award, a disincentive deduction of \$16,667 per calendar day will be deducted from any monies due the Contractor under the contract. The total disincentive deduction will not exceed \$350,000.

For each and every calendar day the Tieback Retaining Wall is completed prior to the expiration of **80** working days after contract award, the Contractor will receive an incentive payment of \$16,667 per calendar day. The total incentive payment will not exceed \$350,000.

For purposes of determining incentive payments and disincentive deductions, the Tieback Retaining Wall is considered complete when all the following conditions are met:

- A. All components of the Tieback Retaining Wall have been furnished and installed in accordance with the contract plans and specifications.
- B. All concrete walers are cured and or meet minimum compressive strength requirements as stated elsewhere in these Special Provisions.
- C. All tiebacks have been pre-stressed, pressure-grouted, are full bearing on the concrete walers, and are accepted by the Engineer.
- D. All drainage work shown on the contract plans are completed. Drainage work shall include but is not limited to, the removal of existing drainage facilities, installation of horizontal drains, underdrains, collector pipes, downdrains, inlets, tees, rockslope protection, and construction of PCC aprons and asphalt spillway.
- E. All erosion and water pollution control measures as specified per the contract have been completed.
- F. All excavation, backfill, and grading completed.

Liquidated damages shall accrue separately and independently of disincentive deductions.

Delays due to actions required by the Engineer performing normal inspection, testing and review duties shall be considered as included in the number of working days for the completion of the contract and no extensions of time will be allowed for such actions in determining incentive payments or disincentive deductions.

The time limit specified in the special provisions for the completion of work contemplated therein is considered insufficient to permit completion of the work by the Contractor working a normal number of hours per day or week on a single shift basis. It is expected that additional shifts will be required throughout the life of the contract to the extent deemed necessary to insure that the work will be completed within the time limit specified.

Full compensation for any additional costs occasioned by compliance with the provisions in this section shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be allowed therefor.

SECTION 5. GENERAL

SECTION 5-1. MISCELLANEOUS

5-1.01 PLANS AND WORKING DRAWINGS

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

5-1.015 LABORATORY

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

5-1.02 LABOR NONDISCRIMINATION

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM (GOV. CODE, SECTION 12990)

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

5-1.03 INTEREST ON PAYMENTS

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
 - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
 - 2. Excavations less than 0.3-m deep.
 - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
 - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
 - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
 - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

5-1.05 SURFACE MINING AND RECLAMATION ACT

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

5-1.07 YEAR 2000 COMPLIANCE

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

5-1.075 BUY AMERICA REQUIREMENTS

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

5-1.08 SUBCONTRACTOR AND DBE RECORDS

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

5-1.083 DBE CERTIFICATION STATUS

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

5-1.09 SUBCONTRACTING

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

<http://www.dir.ca.gov/DLSE/Debar.html>.

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

5-1.11 PARTNERING

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a

change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

5-1.11 PAYMENTS

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Clearing and Grubbing \$25,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

No partial payment will be made for any materials on hand which are furnished but not incorporated in the work.

5-1.12 RELATIONS WITH THE UNITED STATES FISH AND WILDLIFE SERVICE

The location of the tieback retaining wall is within an area controlled by the United States Fish and Wildlife Service. The Contractor shall be fully informed of rules, regulations, and conditions that may govern the Contractor's operations in the areas and shall conduct the work accordingly.

SECTION 6. (BLANK)

SECTION 7. (BLANK)

SECTION 8. MATERIALS

SECTION 8-1. MISCELLANEOUS

8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.
- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82

METRIC SIZE SHOWN ON THE PLANS mm ²	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch ² x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

SUBSTITUTION TABLE FOR BAR REINFORCEMENT

METRIC BAR DESIGNATION NUMBER SHOWN ON THE PLANS	EQUIVALENT IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

CONVERSION TABLE FOR SIZES OF:

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and
 (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

METRIC SIZE SHOWN ON THE PLANS mm	EQUIVALENT IMPERIAL SIZE inch
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT US STANDARD GAGE	METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT GALVANIZED SHEET GAGE
mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

CONVERSION TABLE FOR NAILS AND SPIKES

METRIC COMMON NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

CONVERSION TABLE FOR IRRIGATION COMPONENTS

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	EQUIVALENT NOMINAL US SIZE inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

8-1.02 APPROVED TRAFFIC PRODUCTS

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

PAVEMENT MARKERS, PERMANENT TYPE

Retroreflective

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

Retroreflective With Abrasion Resistant Surface (ARS)

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
- B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
- C. Stimsonite, Model 944SB (51 mm x 100 mm)*
- D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)*

*For use only in 114 mm wide (older) recessed slots

Non-Reflective For Use With Epoxy Adhesive, 100 mm Round

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

Non-Reflective For Use With Bitumen Adhesive, 100 mm Round

- A. Alpine Products, "D-Dot" and "ANR" (ABS)
- B. Apex Universal (Ceramic)
- C. Apex Universal, Model 929 (ABS)
- D. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- E. Highway Ceramics, Inc. (Ceramic)
- F. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- G. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- H. Road Creations, Model RCB4NR (Acrylic)
- I. Zumar Industries, "Titan TM40A" (ABS)

PAVEMENT MARKERS, TEMPORARY TYPE

Temporary Markers For Long Term Day/Night Use (6 months or less)

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

Temporary Markers For Short Term Day/Night Use (14 days or less)

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

STRIPING AND PAVEMENT MARKING MATERIAL

Permanent Traffic Striping and Pavement Marking Tape

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Brite-Line "DeltaLine XRP"
- D. Swarco Industries, "Director 35" (For transverse application only)
- E. Swarco Industries, "Director 60"
- F. 3M, "Stamark" Series 380 and 5730
- G. 3M, "Stamark" Series 420 (For transverse application only)

Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)

- A. Advanced Traffic Marking, Series 200
- B. Brite-Line, Series 100
- C. P.B. Laminations, Aztec, Grade 102
- D. Swarco Industries, "Director-2"
- E. 3M, "Stamark," Series 620
- F. 3M Series A145 Removable Black Line Mask
(Black Tape: For use only on Asphalt Concrete Surfaces)

- G. Advanced Traffic Marking Black "Hide-A-Line"
(Black Tape: For use only on Asphalt Concrete Surfaces)
- H. Brite-Line "BTR" Black Removable Tape
(Black Tape: For use only on Asphalt Concrete Surfaces)

Preformed Thermoplastic (Heated in place)

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

Removable Traffic Paint

- A. Belpro, Series 250/252 and No. 93 Remover

Ceramic Surfacing Laminate, 150 mm x 150 mm

- A. Safeline Industries/Highway Ceramics, Inc.

CLASS 1 DELINEATORS

One Piece Driveable Flexible Type, 1700 mm

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654 TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

Special Use Flexible Type, 1700 mm

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

Surface Mount Flexible Type, 1200 mm

- A. Bent Manufacturing Company, Masterflex Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754 TM

CHANNELIZERS

Surface Mount Type, 900 mm

- A. Bent Manufacturing Company, Masterflex Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753 TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

CONICAL DELINEATORS, 1070 mm

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

OBJECT MARKERS

Type "K", 450 mm

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701 KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

Type "K-4" / "Q" Object Markers, 600 mm

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA_WA and SH8 24GP3_WA
- F. The Line Connection, Model DP21-4Q

TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS

Impactable Type

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

Non-Impactable Type

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

THREE BEAM BARRIER MARKERS

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

CONCRETE BARRIER DELINEATORS, 400 mm

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM
- C. Sun-Lab Technology, "Safety Guide Light, Model TM," 130 mm x 130 mm x 80 mm

CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)

- A. Stinson Equipment Company "SaddleMarker"

SOUND WALL DELINEATOR

(Applied vertically. Place top of 75 mm x 300 mm reflective element at 1200 mm above roadway)

- A. Davidson Plastics, PCBM S-36
- B. Sun-Lab Technology, "Safety Guide Light, Model SM12," 130 mm x 130 mm x 80 mm

GUARD RAILING DELINEATOR

(Top of reflective element at 1200 mm above plane of roadway)

Wood Post Type, 686 mm

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR

- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

Steel Post Type

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

RETROREFLECTIVE SHEETING

Channelizers, Barrier Markers, and Delineators

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

Traffic Cones, 330 mm Sleeves

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

Traffic Cones, 100 mm and 150 mm Sleeves

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

Barrels and Drums

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

Barricades: Type I, Engineer Grade

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

Barricades: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

Signs: Type II, Super Engineer Grade

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

Signs: Type III, High-Intensity Grade

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

Signs: Type IV, High-Intensity Prismatic Grade

- A. Avery Dennison T-6500 (Formerly Stimsonite Series 6200)

Signs: Type VII, High-Intensity Prismatic Grade

- A. 3M Series 3900

Signs: Type VI, Roll-Up Signs

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

SPECIALTY SIGN (All Plastic)

- A. All Sign Products, STOP Sign, 750 mm

SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS

Aluminum

Fiberglass Reinforced Plastic (FRP)

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

8-1.03 STATE-FURNISHED MATERIALS

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

The following materials will be furnished to the Contractor:

- A. Lamps for flashing beacon units.

The Contractor shall notify the Engineer not less than 48 hours before State-furnished material is to be picked up by the Contractor. A full description of the material and the time the material will be picked up shall be provided.

8-1.04 ENGINEERING FABRICS

Engineering fabrics shall conform to the provisions in Section 88, "Engineering Fabrics," of the Standard Specifications and these special provisions.

Filter fabric for this project shall be ultraviolet (UV) ray protected.

The requirement that ultraviolet (UV) treated fabrics be submitted to the Transportation Laboratory at least 45 days prior to use shall not apply.

SECTION 8-2. CONCRETE

8-2.05 PORTLAND CEMENT CONCRETE

Portland cement concrete shall conform to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

Unless the use of a mineral admixture is prohibited, whenever the word "cement" is used in the Standard Specifications or the special provisions, it shall be understood to mean "cementitious material" when both of the following conditions are met:

- A. The cement content of portland cement concrete is specified, and
- B. Section 90, "Portland Cement Concrete," of the Standard Specifications is referenced.

Unless otherwise specified, a Type C accelerating chemical admixture conforming to the requirements in ASTM Designation: C 494 may be used in portland cement concrete for precast steam cured concrete members.

Section 90-1.01, "Description," of the Standard Specifications is amended to read:

90-1.01 DESCRIPTION

- Portland cement concrete shall be composed of cementitious material, fine aggregate, coarse aggregate, admixtures if used, and water, proportioned and mixed as specified in these specifications.
- Unless otherwise specified, cementitious material to be used in portland cement concrete shall conform to the provisions for cement and mineral admixtures in Section 90-2, "Materials," and shall be either: 1) "Type IP (MS) Modified" cement or 2) a combination of "Type II Modified" portland cement and mineral admixture.
- Concrete for each portion of the work shall comply with the provisions for the Class, cementitious material content in kilograms per cubic meter, 28-day compressive strength, minor concrete or commercial quality concrete, as shown on the plans or specified in these specifications or the special provisions.
 - Class 1 concrete shall contain not less than 400 kg of cementitious material per cubic meter.
 - Class 2 concrete shall contain not less than 350 kg of cementitious material per cubic meter.
 - Class 3 concrete shall contain not less than 300 kg of cementitious material per cubic meter.

- Class 4 concrete shall contain not less than 250 kg of cementitious material per cubic meter.
- Minor concrete shall contain not less than 325 kg of cementitious material per cubic meter unless otherwise specified in these specifications or the special provisions.
- Unless otherwise designated on the plans or specified in these specifications or the special provisions, the amount of cementitious material used per cubic meter of concrete in structures or portions of structures shall conform to the following:

Use	Cementitious Material Content (kg/m ³)
Concrete which is designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min., 475 max.
Roof sections of exposed top box culverts	400 min., 475 max.
Other portions of structures	350 min., 475 max.
Concrete not designated by compressive strength:	
Deck slabs and slab spans of bridges	400 min.
Roof sections of exposed top box culverts	400 min.
Prestressed members	400 min.
Seal courses	400 min.
Other portions of structures	350 min.
Concrete for precast members	350 min., 550 max.

- Whenever the 28-day compressive strength shown on the plans is greater than 25 MPa, the concrete shall be considered to be designated by compressive strength. If the plans show a 28-day compressive strength which is 31 MPa or greater, an additional 7 days will be allowed to obtain the specified strength. The 28-day compressive strengths shown on the plans which are 25 MPa or less are shown for design information only and are not to be considered a requirement for acceptance of the concrete.
- Concrete designated by compressive strength shall be proportioned such that the concrete will conform to the strength shown on the plans or specified in the special provisions.
- The Contractor shall determine the mix proportions for all concrete except pavement concrete. The Engineer will determine the mix proportions for pavement concrete.
- Before using concrete for which the mix proportions have been determined by the Contractor, or in advance of revising those mix proportions, the Contractor shall submit in writing to the Engineer a copy of the mix design.
- Compliance with cementitious material content requirements will be verified in conformance with procedures described in California Test 518 for cement content. For testing purposes, mineral admixture shall be considered to be cement. Batch proportions shall be adjusted as necessary to produce concrete having the specified cementitious material content.
- If any concrete used in the work has a cementitious material content, consisting of cement, mineral admixture, or cement plus mineral admixture, which is less than the minimum required for the work, the concrete shall be removed. However, if the Engineer determines that the concrete is structurally adequate, the concrete may remain in place and the Contractor shall pay to the State \$0.55 for each kilogram of cement, mineral admixture, or cement plus mineral admixture which is less than the minimum required for the work. The Department may deduct the amount from moneys due, or that may become due, the Contractor under the contract. The deductions will not be made unless the difference between the contents required and those actually provided exceeds the batching tolerances permitted by Section 90-5, "Proportioning." No deductions for cementitious material content will be made based on the results of California Test 518.
- The requirements of the preceding paragraph shall not apply to minor concrete or commercial quality concrete.
- Concrete for which the mix proportions are determined either by the Contractor or the Engineer shall conform to the requirements of this Section 90.

The first paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

90-2.01 PORTLAND CEMENT

- Unless otherwise specified, portland cement shall be either "Type IP (MS) Modified" cement or "Type II Modified" portland cement.
- "Type IP (MS) Modified" cement shall conform to the specifications for Type IP (MS) cement in ASTM Designation: C 595, and shall be comprised of an intimate mixture of Type II cement and not more than 25 percent

of a mineral admixture. The type and minimum amount of mineral admixture used in the manufacture of "Type IP (MS) Modified" cement shall be in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

- "Type II Modified" portland cement shall conform to the requirements for Type II portland cement in ASTM Designation: C 150.
- In addition, "Type IP (MS) Modified" cement and "Type II Modified" portland cement shall conform to the following requirements:

- A. The cement shall not contain more than 0.60 percent by mass of alkalies, calculated as the percentage of Na₂O plus 0.658 times the percentage of K₂O, when determined by either direct intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in conformance with the requirements in ASTM Designation: C 114.
- B. The autoclave expansion shall not exceed 0.50 percent.
- C. Mortar, containing the cement to be used and Ottawa sand, when tested in conformance with California Test 527, shall not expand in water more than 0.010 percent and shall not contract in air more than 0.048 percent except that when cement is to be used for precast prestressed concrete piling, precast prestressed concrete members or steam cured concrete products, the mortar shall not contract in air more than 0.053 percent.

The second paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is amended to read:

- Type III and Type V portland cements shall conform to the requirements in ASTM Designation: C 150, and the additional requirements listed above for Type II Modified portland cement, except that when tested in conformance with California Test 527, mortar containing Type III portland cement shall not contract in air more than 0.075 percent.

The third paragraph in Section 90-2.01, "Portland Cement," of the Standard Specifications is deleted.

The twelfth paragraph in Section 90-2.02, "Aggregates," of the Standard Specifications is deleted.

The first paragraph in Section 90-2.03, "Water," of the Standard Specifications is amended to read:

90-2.03 WATER

- In conventionally reinforced concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 1,000 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In prestressed concrete work, the water for curing, for washing aggregates, and for mixing shall be free from oil and shall not contain more than 650 parts per million of chlorides as Cl, nor more than 1,300 parts per million of sulfates as SO₄. In no case shall the water contain an amount of impurities that will cause either: 1) a change in the setting time of cement of more than 25 percent when tested in conformance with the requirements in ASTM Designation: C 191 or ASTM Designation: C 266 or 2) a reduction in the compressive strength of mortar at 14 days of more than 5 percent, when tested in conformance with the requirements in ASTM Designation: C 109, when compared to the results obtained with distilled water or deionized water, tested in conformance with the requirements in ASTM Designation: C 109.

The following section is added to Section 90-2, "Materials," of the Standard Specifications:

90-2.04 ADMIXTURE MATERIALS

- Admixture materials shall conform to the requirements in the following ASTM Designations:
 - A. Chemical Admixtures—ASTM Designation: C 494.
 - B. Air-entraining Admixtures—ASTM Designation: C 260.
 - C. Calcium Chloride—ASTM Designation: D 98.
 - D. Mineral Admixtures—Coal fly ash, raw or calcined natural pozzolan as specified in ASTM Designation: C 618. Silica fume conforming to the requirements in ASTM Designation: C 1240, with reduction of mortar expansion of 80 percent, minimum, using the cement from the proposed mix design.
- Mineral admixtures shall be used in conformance with the provisions in Section 90-4.08, "Required Use of Mineral Admixtures."

The first paragraph in Section 90-3.03, "Fine Aggregate Grading," is amended to read:

Fine aggregate shall be graded within the following limits:

Sieve Sizes	Percentage Passing	
	Operating Range	Contract Compliance
9.5-mm	100	100
4.75-mm	95-100	93-100
2.36-mm	65-95	61-99
1.18-mm	$X \pm 10$	$X \pm 13$
600- μm	$X \pm 9$	$X \pm 12$
300- μm	$X \pm 6$	$X \pm 9$
150- μm	2-12	1-15
75- μm	0-8	0-10

Section 90-4.02, "Materials," of the Standard Specifications is amended to read:

90-4.02 MATERIALS

- Admixture materials shall conform to the provisions in Section 90-2.04, "Admixture Materials."

Section 90-4.05, "Optional Use of Chemical Admixtures," of the Standard Specifications is amended to read:

90-4.05 OPTIONAL USE OF CHEMICAL ADMIXTURES

- The Contractor will be permitted to use Type A or F, water-reducing; Type B, retarding; or Type D or G, water-reducing and retarding admixtures as described in ASTM Designation: C 494 to conserve cementitious material or to facilitate concrete construction application subject to the following conditions:
 - A. When a water-reducing admixture or a water-reducing and retarding admixture is used, the cementitious material content specified or ordered may be reduced by a maximum of 5 percent by mass except that the resultant cementitious material content shall be not less than 300 kilograms per cubic meter.
 - B. When a reduction in cementitious material content is made, the dosage of admixture used shall be the dosage used in determining approval of the admixture.

Section 90-4.07, "Optional Use of Air-entraining Admixtures," of the Standard Specifications is amended to read:

90-4.07 OPTIONAL USE OF AIR-ENTRAINING ADMIXTURES

- When air-entrainment has not been specified or ordered by the Engineer, the Contractor will be permitted to use an air-entraining admixture to facilitate the use of any construction procedure or equipment provided that the average air content, as determined by California Test 504, of 3 successive tests does not exceed 4 percent and no single test value exceeds 5.5 percent. If the Contractor elects to use an air-entraining admixture in concrete for pavement, the Contractor shall so indicate at the time the Contractor designates the source of aggregate as provided in Section 40-1.015, "Cement Content."

Section 90-4.08, "Required Use of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.08 REQUIRED USE OF MINERAL ADMIXTURES

- Unless otherwise specified, mineral admixture shall be combined with cement to make cementitious material for use in portland cement concrete.
 - The calcium oxide content of mineral admixtures shall not exceed 10 percent and the available alkali, as sodium oxide equivalent, shall not exceed 1.5 percent when determined in conformance with the requirements in ASTM Designation: C618.
 - The amounts of cement and mineral admixture used in cementitious material for portland cement concrete shall be sufficient to satisfy the minimum cementitious material content requirements specified in Section 90-1.01, "Description," or Section 90-4.05, "Optional Use of Chemical Admixtures," and shall conform to the following:
 - A. The minimum amount of cement shall not be less than 75 percent by mass of the specified minimum cementitious material content.

- B. The minimum amount of mineral admixture to be combined with cement shall be determined using one of the following criteria:
1. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is equal to or less than 2 percent by mass, the amount of mineral admixture shall not be less than 15 percent by mass of the total amount of cementitious material to be used in the mix.
 2. When the calcium oxide content of a mineral admixture, as determined in conformance with the requirements in ASTM Designation: C618 and the provisions in Section 90-2.04, "Admixture Materials," is greater than 2 percent, the amount of mineral admixture shall not be less than 25 percent by mass of the total amount of cementitious material to be used in the mix.
 3. When a mineral admixture is used, which conforms to the provisions for silica fume in Section 90-2.04, "Admixture Materials," the amount of mineral admixture shall not be less than 10 percent by mass of the total amount of cementitious material to be used in the mix.
- C. If more than the required amount of cementitious material is used, the additional cementitious material in the mix may be either cement, a mineral admixture conforming to the provisions in Section 90-2.04, "Admixture Materials," or a combination of both; however, the maximum total amount of mineral admixture shall not exceed 35 percent by mass of the total amount of cementitious material to be used in the mix. Where Section 90-1.01, "Description," specifies a maximum cementitious content in kilograms per cubic meter, the total mass of cement and mineral admixture per cubic meter shall not exceed the specified maximum cementitious material content.

Section 90-4.09, "Optional Use of Mineral Admixtures," of the Standard Specifications is deleted.

Section 90-4.11, "Storage, Proportioning, and Dispensing of Mineral Admixtures," of the Standard Specifications is amended to read:

90-4.11 STORAGE, PROPORTIONING, AND DISPENSING OF MINERAL ADMIXTURES

- Mineral admixtures shall be protected from exposure to moisture until used. Sacked material shall be piled to permit access for tally, inspection, and identification for each shipment.
- Adequate facilities shall be provided to assure that mineral admixtures meeting the specified requirements are kept separate from other mineral admixtures in order to prevent any but the specified mineral admixtures from entering the work. Safe and suitable facilities for sampling mineral admixtures shall be provided at the weigh hopper or in the feed line immediately in advance of the hopper.
- Mineral admixtures shall be incorporated into concrete using equipment conforming to the requirements for cement weigh hoppers, and charging and discharging mechanisms in ASTM Designation: C 94, in Section 90-5.03, "Proportioning," and in this Section 90-4.11.
 - When interlocks are required for cement and mineral admixture charging mechanisms by Section 90-5.03A, "Proportioning for Pavement," and cement and mineral admixtures are weighed cumulatively, their charging mechanisms shall be interlocked to prevent the introduction of mineral admixture until the mass of cement in the cement weigh hopper is within the tolerances specified in Section 90-5.02, "Proportioning Devices."
- Mineral admixture used in concrete for exposed surfaces of like elements of a structure shall be from the same source and of the same percentage.

Section 90-5.02, "Proportioning Devices," of the Standard Specifications is amended to read:

90-5.02 PROPORTIONING DEVICES

- Weighing, measuring or metering devices used for proportioning materials shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," and this Section 90-5.02. In addition, automatic weighing systems used shall comply with the provisions for automatic proportioning devices in Section 90-5.03A, "Proportioning for Pavement." These automatic devices shall be automatic to the extent that the only manual operation required for proportioning the aggregates, cement, and mineral admixture for one batch of concrete is a single operation of a switch or starter.
 - Proportioning devices shall be tested at the expense of the Contractor as frequently as the Engineer may deem necessary to insure their accuracy.
 - Weighing equipment shall be insulated against vibration or movement of other operating equipment in the plant. When the plant is in operation, the mass of each batch of material shall not vary from the mass designated by the Engineer by more than the tolerances specified herein.

- Equipment for cumulative weighing of aggregate shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the aggregate. For systems with individual weigh hoppers for the various sizes of aggregate, the zero tolerance shall be ± 0.5 percent of the individual batch mass designated for each size of aggregate. Equipment for cumulative weighing of cement and mineral admixtures shall have a zero tolerance of ± 0.5 percent of the designated total batch mass of the cement and mineral admixture. Equipment for weighing cement or mineral admixture separately shall have a zero tolerance of ± 0.5 percent of their designated individual batch masses. Equipment for measuring water shall have a zero tolerance of ± 0.5 percent of its designated mass or volume.

- The mass indicated for a batch of material shall not vary from the preselected scale setting by more than the following:

- A. Aggregate weighed cumulatively shall be within 1.0 percent of the designated total batch mass of the aggregate. Aggregates weighed individually shall be within 1.5 percent of their respective designated batch masses.
- B. Cement shall be within 1.0 percent of its designated batch mass. When weighed individually, mineral admixture shall be within 1.0 percent of its designated batch mass. When mineral admixture and cement are permitted to be weighed cumulatively, cement shall be weighed first to within 1.0 percent of its designated batch mass, and the total for cement and mineral admixture shall be within 1.0 percent of the sum of their designated batch masses.
- C. Water shall be within 1.5 percent of its designated mass or volume.

- Each scale graduation shall be approximately 0.001 of the total capacity of the scale. The capacity of scales for weighing cement, mineral admixture, or cement plus mineral admixture and aggregates shall not exceed that of commercially available scales having single graduations indicating a mass not exceeding the maximum permissible mass variation above, except that no scale shall be required having a capacity of less than 500 kg, with 0.5 kg graduations.

Section 90-5.03, "Proportioning," excluding Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03 PROPORTIONING

- Proportioning shall consist of dividing the aggregates into the specified sizes, each stored in a separate bin, and combining them with cement, mineral admixture, and water as provided in these specifications. Aggregates shall be proportioned by mass.

- At the time of batching, aggregates shall have been dried or drained sufficiently to result in a stable moisture content such that no visible separation of water from aggregate will take place during transportation from the proportioning plant to the point of mixing. In no event shall the free moisture content of the fine aggregate at the time of batching exceed 8 percent of its saturated, surface-dry mass.

- Should separate supplies of aggregate material of the same size group, but of different moisture content or specific gravity or surface characteristics affecting workability, be available at the proportioning plant, withdrawals shall be made from one supply exclusively and the materials therein completely exhausted before starting upon another.

- Bulk "Type IP (MS) Modified" cement that conforms to the provisions in Section 90-2.01, "Portland Cement," shall be weighed in an individual hopper and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer.

- Bulk cement to be blended with mineral admixture for use in portland cement concrete for pavement and structures may be weighed in separate, individual weigh hoppers or may be weighed in the same weigh hopper with mineral admixture and shall be kept separate from the aggregates until the ingredients are released for discharge into the mixer. If the cement and mineral admixture are weighed cumulatively, the cement shall be weighed first.

- When cement and mineral admixtures are weighed in separate weigh hoppers, the weigh systems for the proportioning of the aggregate, the cement, and the mineral admixture shall be individual and distinct from other weigh systems. Each weigh system shall be equipped with a hopper, a lever system, and an indicator to constitute an individual and independent material weighing device. The cement and the mineral admixture shall be discharged into the mixer simultaneously with the aggregate.

- The scale and weigh hopper for bulk weighing cement, mineral admixture, and cement plus mineral admixture shall be separate and distinct from the aggregate weighing equipment.

- When the source of an aggregate is changed for concrete structures, the Contractor shall adjust the mix proportions and submit in writing to the Engineer a copy of the mix design before using such aggregates. When the

source of an aggregate is changed for other concrete, the Engineer shall be allowed sufficient time to adjust the mix and such aggregates shall not be used until necessary adjustments are made.

- For batches with a volume of one cubic meter or more, the batching equipment shall conform to one of the following combinations:

- A. Separate boxes and separate scale and indicator for weighing each size of aggregate.
- B. Single box and scale indicator for all aggregates.
- C. Single box or separate boxes and automatic weighing mechanism for all aggregates.

- In order to check the accuracy of batch masses, the gross mass and tare mass of batch trucks, truck mixers, truck agitators, and non-agitating hauling equipment shall be determined when ordered by the Engineer. The equipment shall be weighed at the Contractor's expense on scales designated by the Engineer.

Section 90-5.03A, "Proportioning for Pavement," of the Standard Specifications is amended to read:

90-5.03A PROPORTIONING FOR PAVEMENT

- Aggregates and bulk cement, mineral admixture, and cement plus mineral admixture for use in pavement shall be proportioned by mass by means of automatic proportioning devices of approved type conforming to the provisions in this Section 90-5.03A.

- The Contractor shall install and maintain in operating condition an electrically actuated moisture meter that will indicate, on a readily visible scale, changes in the moisture content of the fine aggregate as it is batched within a sensitivity of 0.5 percent by mass of the fine aggregate.

- The batching of cement, mineral admixture, or cement plus mineral admixture and aggregate shall be interlocked so that a new batch cannot be started until all weigh hoppers are empty, the proportioning devices are within zero tolerance, and the discharge gates are closed. The interlock shall permit no part of the batch to be discharged until all aggregate hoppers and the cement and mineral admixture hoppers or the cement plus mineral admixture hopper are charged with masses which are within the tolerances specified in Section 90-5.02, "Proportioning Devices."

- The discharge gate on the cement and mineral admixture hoppers or the cement plus mineral admixture hopper shall be designed to permit regulating the flow of cement, mineral admixture or cement plus mineral admixture into the aggregate as directed by the Engineer.

- When separate weigh boxes are used for each size of aggregate, the discharge gates shall permit regulating the flow of each size of aggregate as directed by the Engineer.

- Material discharged from the several bins shall be controlled by gates or by mechanical conveyors. The means of withdrawal from the several bins, and of discharge from the weigh box, shall be interlocked so that not more than one bin can discharge at a time, and that the weigh box cannot be tripped until the required quantity from each of the several bins has been deposited therein. Should a separate weigh box be used for each size of aggregate, all may be operated and discharged simultaneously.

- When the discharge from the several bins is controlled by gates, each gate shall be actuated automatically so that the required mass is discharged into the weigh box, after which the gate shall automatically close and lock.

- The automatic weighing system shall be designed so that all proportions required may be set on the weighing controller at the same time.

The third paragraph in Section 90-6.01, "General," of the Standard Specifications is amended to read:

- Concrete shall be homogeneous and thoroughly mixed. There shall be no lumps or evidence of undispersed cement, mineral admixture, or cement plus mineral admixture.

The third and fourth paragraphs in Section 90-6.02, "Machine Mixing," of the Standard Specifications are amended to read:

- The batch shall be so charged into the mixer that some water will enter in advance of cementitious materials and aggregates. All water shall be in the drum by the end of the first one-fourth of the specified mixing time.

- Cementitious materials shall be batched and charged into the mixer by means that will not result either in loss of cementitious materials due to the effect of wind, or in accumulation of cementitious materials on surfaces of conveyors or hoppers, or in other conditions which reduce or vary the required quantity of cementitious material in the concrete mixture.

The sixth paragraph in Section 90-6.02, "Machine Mixing," of the Standard Specifications is amended to read:

- The total elapsed time between the intermingling of damp aggregates and all cementitious materials and the start of mixing shall not exceed 30 minutes.

The seventh through tenth paragraphs in Section 90-6.03, "Transporting Mixed Concrete," of the Standard Specifications are amended to read:

- When a truck mixer or agitator is used for transporting concrete to the delivery point, discharge shall be completed within 1.5 hours, or before 250 revolutions of the drum or blades, whichever comes first, after the introduction of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, a time less than 1.5 hours may be required.
- When non-agitating hauling equipment is used for transporting concrete to the delivery point, discharge shall be completed within one hour after the addition of the cement to the aggregates. Under conditions contributing to quick stiffening of the concrete, or when the temperature of the concrete is 30°C, or above, the time between the introduction of cement to the aggregates and discharge shall not exceed 45 minutes.
- Each load of concrete delivered at the job site shall be accompanied by a weight certificate showing the mix identification number, non-repeating load number, date and time at which the materials were batched, the total amount of water added to the load and for transit-mixed concrete, the reading of the revolution counter at the time the truck mixer is charged with cement. This weight certificate shall also show the actual scale masses (kilograms) for the ingredients batched. Theoretical or target batch masses shall not be used as a substitute for actual scale masses.
- Weight certificates shall be provided in printed form, or if approved by the Engineer, the data may be submitted in electronic media. Electronic media shall be presented in a tab-delimited format on 90 mm diskette with a capacity of at least 1.4 megabytes. Captured data, for the ingredients represented by each batch shall be LFCR (one line, separate record) with allowances for sufficient fields to satisfy the amount of data required by these specifications.
- The Contractor may furnish a weight certificate that is accompanied by a separate certificate which lists the actual batch masses or measurements for a load of concrete provided that both certificates are 1) imprinted with the same non-repeating load number that is unique to the contract and 2) delivered to the job site with the load.
- Weight certificates furnished by the Contractor shall conform to the provisions in Section 9-1.01, "Measurement of Quantities," of the Standard Specifications.

Section 90-6.05, "Hand-Mixing," of the Standard Specifications is amended to read:

90-6.05 HAND-MIXING

- Hand-mixed concrete shall be made in batches not more than one-fourth cubic meter and shall be mixed on a watertight, level platform. The proper amount of coarse aggregate shall be measured in measuring boxes and spread on the platform and the fine aggregate shall be spread on this layer, the 2 layers being not more than 0.3 meters in total depth. On this mixture shall be spread the dry cement and mineral admixture and the whole mass turned no fewer than 2 times dry; then sufficient clean water shall be added, evenly distributed, and the whole mass again turned no fewer than 3 times, not including placing in the carriers or forms.

The table in the first paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is replaced with the following table:

Type of Work	Nominal Penetration (mm)	Maximum Penetration (mm)
Concrete pavement	0-25	40
Non-reinforced concrete facilities	0-35	50
Reinforced concrete structures:		
Sections over 300 mm thick	0-35	65
Sections 300 mm thick or less	0-50	75
Concrete placed under water	75-100	115
Cast-in-place concrete piles	65-90	100

The first paragraph following the table of penetration ranges in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- The amount of free water used in concrete shall not exceed 183 kg/m³, plus 20 kg for each required 100 kg of cementitious material in excess of 325 kg/m³.

The fourth paragraph in Section 90-6.06, "Amount of Water and Penetration," of the Standard Specifications is amended to read:

- Where there are adverse or difficult conditions which affect the placing of concrete, the above specified penetration and free water content limitations may be exceeded providing the Contractor is granted permission by the Engineer in writing to increase the cementitious material content per cubic meter of concrete. The increase in water and cementitious material shall be at a ratio not to exceed 30 kg of water per added 100 kg of cementitious material per cubic meter. The cost of additional cementitious material and water added under these conditions shall be at the Contractor's expense and no additional compensation will be allowed therefor.

Section 90-9.01, "General," of the Standard Specifications is amended to read:

90-9.01 GENERAL

- Concrete compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.
- The compressive strength of concrete will be determined from test cylinders which have been fabricated from concrete sampled in conformance with California Test 539. Test cylinders will be molded and initial field cured in conformance with California Test 540. Test cylinders will be cured and tested after receipt at the testing laboratory in conformance with California Test 521. A strength test shall consist of the average strength of 2 cylinders fabricated from material taken from a single load of concrete, except that, if any cylinder should show evidence of improper sampling, molding, or testing, that cylinder shall be discarded and the strength test shall consist of the strength of the remaining cylinder.
- When concrete compressive strength is specified as a prerequisite to applying loads or stresses to a concrete structure or member, test cylinders for other than steam cured concrete will be cured in conformance with Method 1 of California Test 540. The compressive strength of concrete determined for these purposes will be evaluated on the basis of individual tests.
- When concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete strength to be used as a basis for acceptance of other than steam cured concrete will be determined from cylinders cured in conformance with Method 1 of California Test 540. If the result of a single compressive strength test at the maximum age specified or allowed is below the specified strength but is 95 percent or more of the specified strength, the Contractor shall, at the Contractor's expense, make corrective changes, subject to approval by the Engineer, in the mix proportions or in the concrete fabrication procedures, before placing additional concrete, and shall pay to the State \$14 for each in-place cubic meter of concrete represented by the deficient test. If the result of a single compressive strength test at the maximum age specified or allowed is below 95 percent of the specified strength, but is 85 percent or more of the specified strength, the Contractor shall make the corrective changes specified above, and shall pay to the State \$20 for each in place cubic meter of concrete represented by the deficient test. In addition, such corrective changes shall be made when the compressive strength of concrete tested at 7 days indicates, in the judgment of the Engineer, that the concrete will not attain the required compressive strength at the maximum age specified or allowed. Concrete represented by a single test which indicates a compressive strength of less than 85 percent of the specified 28-day compressive strength will be rejected in conformance with the provisions in Section 6-1.04, "Defective Materials."
- If the test result indicates that the compressive strength at the maximum curing age specified or allowed is below the specified strength, but 85 percent or more of the specified strength, payments to the State as required above shall be made, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength of the concrete placed in the work meets or exceeds the specified 28-day compressive strength. If the test result indicates a compressive strength at the maximum curing age specified or allowed below 85 percent, the concrete represented by that test will be rejected, unless the Contractor, at the Contractor's expense, obtains and submits evidence acceptable to the Engineer that the strength and quality of the concrete placed in the work are acceptable. If the evidence consists of tests made on cores taken from the work, the cores shall be obtained and tested in conformance with the requirements in ASTM Designation: C 42.

- No single compressive strength test shall represent more than 250 cubic meters.
- When a precast concrete member is steam cured, the compressive strength of the concrete will be determined from test cylinders which have been handled and stored in conformance with Method 3 of California Test 540. The compressive strength of steam cured concrete will be evaluated on the basis of individual tests representing specific portions of production. When the concrete is designated by 28-day compressive strength rather than by cementitious material content, the concrete shall be considered to be acceptable whenever its compressive strength reaches the specified 28-day compressive strength provided that strength is reached in not more than the maximum number of days specified or allowed after the member is cast.
 - If concrete is specified by compressive strength, then materials, mix proportions, mixing equipment, and procedures proposed for use shall be prequalified prior to placement of the concrete. Prequalification shall be accomplished by the submission of acceptable certified test data or trial batch reports by the Contractor. Prequalification data shall be based on the use of materials, mix proportions, mixing equipment, procedures, and size of batch proposed for use in the work.
 - Certified test data, in order to be acceptable, must indicate that not less than 90 percent of at least 20 consecutive tests exceed the specified strength at the maximum number of cure days specified or allowed, and none of those tests are less than 95 percent of specified strength. Strength tests included in the data shall be the most recent tests made on concrete of the proposed mix design and all shall have been made within one year of the proposed use of the concrete.
 - Trial batch test reports, in order to be acceptable, must indicate that the average compressive strength of 5 consecutive concrete cylinders, taken from a single batch, at not more than 28 days (or the maximum age allowed) after molding shall be at least 4 MPa greater than the specified 28-day compressive strength, and no individual cylinder shall have a strength less than the specified strength at the maximum age specified or allowed. Data contained in the report shall be from trial batches which were produced within one year of the proposed use of specified strength concrete in the project. Whenever air-entrainment is required, the air content of trial batches shall be equal to or greater than the air content specified for the concrete without reduction due to tolerances.
 - Tests shall be performed in conformance with either the appropriate California Test methods or the comparable ASTM test methods. Equipment employed in testing shall be in good condition and shall be properly calibrated. If the tests are performed during the life of the contract, the Engineer shall be notified sufficiently in advance of performing the tests in order to witness the test procedures.
 - The certified test data and trial batch test reports shall include the following information:
 - A. Date of mixing.
 - B. Mixing equipment and procedures used.
 - C. The size of batch in cubic meters and the mass, type and source of ingredients used.
 - D. Penetration of the concrete.
 - E. The air content of the concrete if an air-entraining admixture is used.
 - F. The age at time of testing and strength of concrete cylinders tested.
- Certified test data and trial batch test reports shall be signed by an official of the firm which performed the tests.
- When approved by the Engineer, concrete from trial batches may be used in the work at locations where concrete of a lower quality is required and the concrete will be paid for as the type or class of concrete required at that location.
 - After materials, mix proportions, mixing equipment, and procedures for concrete have been prequalified for use, additional prequalification by testing of trial batches will be required prior to making changes which, in the judgment of the Engineer, could result in a lowering of the strength of the concrete below that specified.
 - The Contractor's attention is directed to the time required to test trial batches. The Contractor shall be responsible for production of trial batches at a sufficiently early date so that the progress of the work is not delayed.
 - When precast concrete members are manufactured at the plant of an established manufacturer of precast concrete members, the mix proportions of the concrete shall be determined by the Contractor, and a trial batch and prequalification of the materials, mix proportions, mixing equipment, and procedures will not be required.

Section 90-10.02A, "Portland Cement," of the Standard Specifications is renamed "Cementitious Material" and is amended to read:

90-10.02A CEMENTITIOUS MATERIAL

- Cementitious material shall conform to the provisions in Section 90-1.01, "Description." Compressive strength requirements consist of a minimum strength which must be attained before various loads or stresses are

applied to the concrete and, for concrete designated by strength, a minimum strength at the age of 28 days or at the age otherwise allowed in Section 90-1.01, "Description." The various strengths required are specified in these specifications or are shown on the plans.

The fifth paragraph in Section 90-10.02B, "Aggregate," of the Standard Specifications is deleted.
Section 90-10.03, "Production," of the Standard Specifications is amended to read:

90-10.03 PRODUCTION

- Cementitious material, water, aggregate, and admixtures shall be stored, proportioned, mixed, transported, and discharged in conformance with recognized standards of good practice, which will result in concrete that is thoroughly and uniformly mixed, which is suitable for the use intended, and which conforms to provisions specified herein. Recognized standards of good practice are outlined in various industry publications such as those issued by American Concrete Institute, AASHTO, or California Department of Transportation.
- The cementitious material content of minor concrete shall conform to the provisions in Section 90-1.01, "Description."
- The amount of water used shall result in a consistency of concrete conforming to the provisions in Section 90-6.06, "Amount of Water and Penetration." Additional mixing water shall not be incorporated into the concrete during hauling or after arrival at the delivery point, unless authorized by the Engineer.
- Discharge of ready-mixed concrete from the transporting vehicle shall be made while the concrete is still plastic and before stiffening occurs. An elapsed time of 1.5 hours (one hour in non-agitating hauling equipment), or more than 250 revolutions of the drum or blades, after the introduction of the cementitious material to the aggregates, or a temperature of concrete of more than 32°C will be considered as conditions contributing to the quick stiffening of concrete. The Contractor shall take whatever action is necessary to eliminate quick stiffening, except that the addition of water will not be permitted.
- The required mixing time in stationary mixers shall be not less than 50 seconds or more than 5 minutes.
- The minimum required revolutions at mixing speed for transit-mixed concrete shall be not less than that recommended by the mixer manufacturer, and shall be increased, if necessary, to produce thoroughly and uniformly mixed concrete.
- Each load of ready-mixed concrete shall be accompanied by a weight certificate which shall be delivered to the Engineer at the discharge location of the concrete, unless otherwise directed by the Engineer. The weight certificate shall be clearly marked with the date and time of day when the load left the batching plant and, if hauled in truck mixers or agitators, the time the mixing cycle started.
- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," shall be furnished to the Engineer, prior to placing minor concrete from a source not previously used on the contract, stating that minor concrete to be furnished meets contract requirements, including minimum cementitious material content specified.

The third and fourth paragraphs in Section 90-11.02, "Payment," of the Standard Specifications are amended to read:

- Should the Engineer order the Contractor to incorporate admixtures into the concrete when their use is not required by these specifications or the special provisions, furnishing the admixtures and adding them to the concrete will be paid for as extra work as provided in Section 4-1.03D.
- Should the Contractor use admixtures in conformance with the provisions in Section 90-4.05, "Optional Use of Chemical Admixtures," or Section 90-4.07, "Optional Use of Air-entraining Admixtures," or should the Contractor request and obtain permission to use other admixtures for the Contractor's benefit, the Contractor shall furnish those admixtures and incorporate them in the concrete at the Contractor's expense and no additional compensation will be allowed therefor.

SECTION 8-3. WELDING

8-3.01 WELDING ELECTRODES

Flux core welding electrodes conforming to the requirements of AWS A5.20 E6XT-4 or E7XT-4 shall not be used to perform any type of welding for this project.

8-3.02 WELDING QUALITY CONTROL

Welding quality control shall conform to the requirements in the AWS welding codes, the Standard Specifications, and these special provisions.

Welding quality control shall apply when any work is welded in conformance with the provisions in Section 49, "Piling," Section 52, "Reinforcement," Section 55, "Steel Structures," Section 56-1, "Overhead Sign Structures," Section 75-1.035, "Bridge Joint Restrainer Units," or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

Wherever reference is made to the following AWS welding codes in the Standard Specifications, on the plans or in these special provisions, the year of adoption for these codes shall be as listed:

AWS Code	Year of Adoption
D1.1	1998
D1.4	1992
D1.5	1995
D1.5 (metric only)	1996

All requirements of the AWS welding codes shall apply unless specified otherwise in the Standard Specifications, on the plans or in these special provisions. Wherever the abbreviation AWS is used, it shall be equivalent to the abbreviations ANSI/AWS or ANSI/AASHTO/AWS.

The welding of all fracture critical members (FCMs) shall conform to the provisions specified in the Fracture Control Plan (FCP) and herein.

The Contractor shall designate in writing a welding Quality Control Manager (QCM). The QCM shall be responsible directly to the Contractor for the quality of welding, including materials and workmanship, performed by the Contractor and all subcontractors.

The QCM shall be the sole individual responsible to the Contractor for submitting, receiving, and approving all correspondence, required submittals, and reports to and from the Engineer.

The QCM shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project. The QCM may be an employee of the Contractor.

Welding inspection personnel or nondestructive testing (NDT) firms to be used in the work shall not be employed or compensated by any subcontractor, or by other persons or entities hired by subcontractors, who will provide other services or materials for the project, except for the following conditions:

- A. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Cbr, Major Steel Bridges.
- B. The welding is performed at a permanent fabrication facility which is certified under the AISC Quality Certification Program, Category Sbd, Conventional Steel Building Structures. This condition shall apply only for work welded in conformance with the provisions in Section 56-1, "Overhead Sign Structures" or Section 86-2.04, "Standards, Steel Pedestals and Posts," of the Standard Specifications.

For welding performed at such certified facilities, the inspection personnel or NDT firms may be employed or compensated by the fabrication facility performing the welding.

Prior to submitting the Welding Quality Control Plan (WQCP) required herein, a pre-welding meeting between the Engineer, Contractor and any welding subcontractors or entities hired by these subcontractors to be used in the work, shall be held to discuss the requirements for the WQCP.

Prior to performing any welding, the Contractor shall submit to the Engineer, in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, 3 copies of a separate WQCP for each item of work for which welding is to be performed. As a minimum, each WQCP shall include the following:

- A. The name of the welding firm and the NDT firm to be used;
- B. A manual prepared by the NDT firm that shall include equipment, testing procedures, code of safe practices, the Written Practice of the NDT firm, and the names, qualifications and documentation of certifications for all personnel to be used;
- C. The name of the QCM and the names, qualifications and documentation of certifications for all Quality Control (QC) Inspectors and Assistant Quality Control Inspectors to be used;
- D. An organizational chart showing all QC personnel and their assigned QC responsibilities;

- E. The methods and frequencies for performing all required quality control procedures, including QC inspection forms to be used, as required by the specifications including:
 - 1. all visual inspections;
 - 2. all NDT including radiographic geometry, penetrameter and shim selection, film quality, film processing, radiograph identification and marking system, and film interpretation and reports; and
 - 3. calibration procedures and calibration frequency for all NDT equipment;
- F. A system for the identification and tracking of all welds, NDT and any required repairs, and a procedure for the reinspection of any repaired welds. The system shall have provisions for 1) permanently identifying each weld and the person who performed the weld, 2) placing all identification and tracking information on each radiograph and 3) a method of reporting nonconforming welds to the Engineer;
- G. Standard procedures for performing noncritical repair welds. Noncritical repair welds are defined as welds to deposit additional weld beads or layers to compensate for insufficient weld size and to fill limited excavations that were performed to remove unacceptable edge or surface discontinuities, rollover or undercut. The depth of these excavations shall not exceed 65 percent of the specified weld size;
- H. The welding procedure specification (WPS), including documentation of all supporting Procedure Qualification Record (PQR) tests performed, and the name of the testing laboratory who performed the tests, to verify the acceptability of the WPS. The submitted WPS shall be within the allowable period of effectiveness;
- I. Documentation of all certifications for welders for each weld process and position that will be used. Certifications shall list the electrodes used, test position, base metal and thickness, tests performed, and the witnessing authority. All certifications shall be within the allowable period of effectiveness; and
- J. One copy each of all AWS welding codes and the FCP which are applicable to the welding to be performed. These codes and the FCP shall become the permanent property of the Department.
- K. Example forms to be used for Certificates of Compliance, daily production logs, and daily reports.

The Engineer shall have 10 working days to review the WQCP submittal after a complete plan has been received. No welding shall be performed until the WQCP is approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the WQCP, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

An amended WQCP or addendum shall be submitted to, and approved in writing by the Engineer, for any proposed revisions to the approved WQCP. An amended WQCP or addendum will be required for any revisions to the WQCP, including but not limited to a revised WPS, additional welders, changes in NDT firms or procedures, QC or NDT personnel, or updated systems for tracking and identifying welds. The Engineer shall have 3 working days to complete the review of the amended WQCP or addendum. Work that is affected by any of the proposed revisions shall not be performed until the amended WQCP or addendum has been approved. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the amended WQCP or addendum, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

After final approval of the WQCP, amended WQCP, or addendum, the Contractor shall submit 7 copies to the Engineer of each of these approved documents.

It is expressly understood that the Engineer's approval of the Contractor's WQCP shall not relieve the Contractor of any responsibility under the contract for the successful completion of the work in conformity with the requirements of the plans and specifications. The Engineer's approval shall not constitute a waiver of any of the requirements of the plans and specifications nor relieve the Contractor of any obligation thereunder, and defective work, materials and equipment may be rejected notwithstanding approval of the WQCP.

A daily production log for welding shall be kept by the QCM for each day that welding is performed. The log shall clearly indicate the locations of all welding, and shall include the welders' names, amount of welding performed, any problems or deficiencies discovered, and any testing or repair work performed, at each location. The daily report from each Quality Control Inspector shall also be included in the log.

The following items shall be included in a Welding Report that is to be submitted to the Engineer within 7 days following the performance of any welding:

- A. Reports of all visual weld inspections and NDT;
- B. Radiographs and radiographic reports, and other required NDT reports;

- C. Documentation that the Contractor has evaluated all radiographs and other nondestructive tests, corrected all rejectable deficiencies, and all repaired welds have been reexamined by the required NDT and found acceptable; and
- D. Daily production log.

All radiographic envelopes shall have clearly written on the outside of the envelope the following information: name of the QCM, name of the nondestructive testing firm, name of the radiographer, date, contract number, complete part description, and all included weld numbers or a report number, as detailed in the WQCP. In addition, all innerleaves shall have clearly written on them the part description and all included weld numbers, as detailed in the WQCP.

All reports regarding NDT, including radiographs, shall be signed by both the NDT technician and the person that performed the review, and then submitted directly to the QCM for review and signature prior to submittal to the Engineer. Corresponding names shall be clearly printed or typewritten next to all signatures.

The Engineer will review the Welding Report to determine if the Contractor is in conformance with the WQCP. Except for steel piling, the Engineer shall be allowed 7 days to review the report and respond in writing after a complete Welding Report has been received. The review time for steel piling shall be as specified in "Piling" of these special provisions. Prior to receiving notification from the Engineer of the Contractor's conformance with the WQCP, the Contractor may encase in concrete or cover any welds for which a Welding Report has been submitted. However, should the Contractor elect to encase or cover those welds prior to receiving notification from the Engineer, it is expressly understood that the Contractor shall not be relieved of the responsibility for incorporating material in the work that conforms to the requirements of the plans and specifications. Any material not conforming to these requirements will be subject to rejection. Should the Contractor elect to wait to encase or cover any welds pending notification by the Engineer, and should the Engineer fail to complete the review and provide notification within this time allowance, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in notification, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

Sections 6.1.2 through 6.1.4.3 of AWS D 1.1, Sections 7.1.1 and 7.1.2 of AWS D 1.4, and Sections 6.1.1.1 through 6.1.3.3 of AWS D 1.5 are replaced with the following:

Quality Control (QC) shall be the responsibility of the Contractor. As a minimum, the Contractor shall perform inspection and testing prior to welding, during welding and after welding as specified in this section and additionally as necessary to ensure that materials and workmanship conform to the requirements of the contract documents.

The Quality Control (QC) Inspector shall be the duly designated person who performs inspection, testing, and quality matters for all welding.

Quality Assurance (QA) is the prerogative of the Engineer. The QA Inspector is the duly designated person who acts for and on behalf of the Engineer.

All QC Inspectors shall be responsible for quality control acceptance or rejection of materials and workmanship, and shall be currently certified as AWS Certified Welding Inspectors (CWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors."

The QC Inspector may be assisted by an Assistant QC Inspector provided that this individual is currently certified as an AWS Certified Associate Welding Inspector (CAWI) in conformance with the requirements in AWS QC1, "Standard and Guide for Qualification of Welding Inspectors," or has equivalent qualifications. The QC Inspector shall monitor the Assistant QC Inspector's work, and shall be responsible for signing all reports.

When the term "Inspector" is used without further qualification, it shall refer to the QC Inspector.

Section 6.14.6, "Personnel Qualification," of AWS D 1.1, Section 7.7.6, "Personnel Qualification," of AWS D 1.4, and Section 6.1.3.4, "Personnel Qualification," of AWS D 1.5 are replaced with the following:

Personnel performing NDT shall be qualified in conformance with the requirements in the current edition of the American Society for Nondestructive Testing (ASNT) Recommended Practice No. SNT-TC-1A and the Written Practice of the NDT firm. The Written Practice of the NDT firm shall meet or exceed the requirements of the current edition of the ASNT Recommended Practice No. SNT-TC-1A. Only individuals who are 1) qualified for NDT Level II, or 2) Level III technicians who have been directly certified by the ASNT and are authorized to perform the work of Level II technicians, shall perform NDT, review the results, and prepare the written reports.

Section 6.5.4, "Scope of Examination," of AWS D 1.1 and Section 7.5.4 of AWS D 1.4 are replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met.

Section 6.5.4 of AWS D 1.5 is replaced with the following:

The QC Inspector shall inspect and approve the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder to make certain that the applicable requirements of this code and the approved WPS are met. The QC Inspector shall examine the work to make certain that it meets the requirements of section 3 and 9.21. The size and contour of welds shall be measured using suitable gages. Visual inspection for cracks in welds and base metal, and for other discontinuities should be aided by strong light magnifiers, or such other devices as may be helpful. Acceptance criteria different from those specified in this code may be used when approved by the Engineer.

The Engineer shall have the authority to verify the qualifications or certifications of any welder, Quality Control Inspector, or NDT personnel to specified levels by retests or other means.

A sufficient number of QC Inspectors shall be provided to ensure continuous inspection when any welding is being performed. Continuous inspection, as a minimum, shall include (1) having QC Inspectors continually present on all shifts when any welding is being performed, or (2) having a QC Inspector within such close proximity of all welding operations that inspections by the QC Inspector of each operation, at each welding location, shall not lapse for a period exceeding 30 minutes.

Inspection and approval of the joint preparation, assembly practice, welding techniques, and performance of each welder, welding operator, and tack welder shall be documented by the QC Inspector on a daily basis for each day that welding is performed.

The QC Inspector shall provide reports to the QCM on a daily basis for each day that welding is performed.

Except for noncritical weld repairs, base metal repairs, or any other type of repairs not submitted in the WQCP, the Engineer shall be notified immediately in writing when any welding problems or deficiencies are discovered and also of the proposed repair procedures to correct them. The Engineer shall have 5 working days to review these procedures. No remedial work shall begin until the repair procedures are approved in writing by the Engineer. Should the Engineer fail to complete the review within this time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in reviewing the proposed repair procedures, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

When joint details that are not prequalified by the applicable AWS codes are proposed for use in the work, all welders using these details shall perform a qualification test plate using the approved WPS variables and the joint detail to be used in production. The test plate shall be the maximum thickness to be used in production. The test plate shall be mechanically or radiographically tested as directed by the Engineer. Mechanical and radiographic testing and acceptance criteria shall be as specified in the applicable AWS codes.

The period of effectiveness for a welder's or welding operator's qualification shall be a maximum of 3 years for the same weld process, welding position, and weld type. A valid qualification at the beginning of work on a contract will be acceptable for the entire period of the contract, as long as the welder's work remains satisfactory.

All qualification tests for welders, welding operators, and WPSs used in welding operations will be witnessed by the Engineer.

Section 6.6.5, "Nonspecified Nondestructive Testing Other Than Visual," of AWS D 1.1, Section 6.6.5 of AWS D 1.4 and Section 6.6.5 of AWS D 1.5 shall not apply.

For any welding, the Engineer may direct the Contractor to perform NDT that is in addition to the visual inspection or NDT specified in the AWS welding codes, in the Standard Specifications or in these special provisions. Additional NDT required by the Engineer, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Should any welding deficiencies be discovered by this additional NDT, the cost of the testing will not be paid for as extra work and shall be at the Contractor's expense.

All required repair work to correct welding deficiencies, whether discovered by the required visual inspection or NDT, or by additional NDT directed by the Engineer, and any associated delays or expenses caused to the Contractor by performing these repairs, shall be at the Contractor's expense.

At the completion of all welding, the QCM shall sign and furnish to the Engineer, a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each item of work for which welding was performed. The certificate shall state that all of the materials and workmanship incorporated in the work, and all required tests and inspections of this work, have been performed in conformance with the details shown on the plans and the provisions of the Standard Specifications and these special provisions.

Full compensation for conforming to of the requirements of this section shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

SECTION 9. DESCRIPTION OF STRUCTURE WORK

The structure work to be done consists in general of constructing a tied-back retaining wall consisting of steel soldier piling in drilled holes backfilled with concrete, a triple row of tiebacks anchored against reinforced concrete walers, treated timber lagging, and a reinforced concrete slab and concrete barrier (Type 27 Modified) located directly on top of the retaining wall.

SECTION 10. CONSTRUCTION DETAILS

SECTION 10-1. GENERAL

10-1.01 ORDER OF WORK

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

As the first order of work, the Contractor shall furnish the Engineer with a statement from the treated timber lagging supplier and the steel soldier pile supplier that the order for the treated timber lagging and the steel soldier piles has been received and accepted by said treated timber lagging supplier and steel soldier pile supplier and said statement shall be furnished within 5 calendar days after the contract has been approved. Said statement shall give the date that the treated timber lagging and painted steel soldier piles will be delivered on-site. If the Contractor has the necessary materials on hand, he will not be required to furnish said vendor's statement.

Submitting working drawings for earthwork related to the soldier pile wall and for tieback anchors shall be a first order of work and shall conform to the requirements in "Soldier Pile Wall Earthwork" in "Earthwork" and "Tieback Anchors" in these special provisions.

Excavation shall be performed in lifts in conformance with the requirements in "Soldier Pile Wall Earthwork" in "Earthwork" of these special provisions.

Tieback anchors shall be installed in stages in conformance with the requirements in "Tieback Anchors" of these special provisions.

Temporary Fence (Type ESA) shall be installed as a first order of work, as shown on the plans and as directed by the Engineer. Attention is directed to "Temporary Fence (Type ESA)" of these special provisions.

Temporary Perimeter Barrier shall be installed concurrently with or upon completion of the Temporary Fence (Type ESA). Attention is directed to "Temporary Perimeter Barrier" of these special provisions.

Temporary Silt Fence and Perimeter Confinement Barrier shall be installed prior to any earthwork activities. Attention is directed to "Temporary Silt Fence" and "Perimeter Confinement Barrier" of these special provisions.

Attention is directed to "Maintaining Traffic" and "Temporary Pavement Delineation" of these special provisions and to the traffic handling sheet of the plans.

Before obliterating any pavement delineation that is to be replaced on the same alignment and location, as determined by the Engineer, the pavement delineation shall be referenced by the Contractor, with a sufficient number of control points to reestablish the alignment and location of the new pavement delineation. The references shall include the limits or changes in striping pattern, including one- and 2-way barrier lines, limit lines, crosswalks and other pavement markings. Full compensation for referencing pavement delineation shall be considered as included in the contract prices paid for new pavement delineation and no additional compensation will be allowed therefor.

At those locations exposed to public traffic where guard railings or barriers are to be constructed, reconstructed, or removed and replaced, the Contractor shall schedule operations so that at the end of each working day there shall be no post holes open nor shall there be any railing or barrier posts installed without the blocks and rail elements assembled and mounted thereon.

10-1.02 WATER POLLUTION CONTROL

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002, Order No. 99-08-DWQ, and Caltrans Statewide Storm Water Permit No. CAS000003, Order No. 99-06-DWQ, issued by the State Water Resources Control Board. These Permits, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the General Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

A Conceptual Storm Water Pollution Prevention Plan, hereafter referred to as the "CSWPPP" has been prepared for this project by the Department. The CSWPPP shall be used as a reference tool for developing the contract specific Storm Water Pollution Prevention Plan. Copies of the Handbook, the CSWPPP, and the Permit are also available for review at 111 Grand Avenue Oakland, California 94601. Please call the Construction office Duty Senior, telephone number (510) 286-5209 to reserve a copy of the documents at least 24 hours in advance.

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 5 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 5 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 5 days of receipt of the Engineer's comments. The Engineer will have 5 days to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. The special minimum requirements listed below supersede the minimum requirements listed in the Handbook for the same category. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP, and implement on the project, the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook. The following special minimum requirements are established:

Category	Minimum Requirement(s)
Soil stabilization practices	CD22 Scheduling, CD23 Preservation of Existing Vegetation, CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets
Wind erosion control practices	CD23 Preservation of Existing Vegetation, CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets
Non-storm water management and waste management and disposal control practices	CD10 Material Delivery and Storage, CD11 Material Use, CD12 Spill Prevention and Control, CD13 Solid Waste Management, CD14 Hazardous Waste Management, CD15 Contaminated Soil Management, CD16 Concrete Waste Management, D17 Sanitary/Septic Waste Management, CD18 Vehicle and Equipment Cleaning, CD19 Vehicle and Equipment Fueling, CD20 Vehicle and Equipment Maintenance, CD31 Earth Dikes, Dainage Swales, and Lined Ditches, CD44 Illicit Discharge/Illegal Dumping Detection and Reporting, CD45 Clear Water Diversion and Encroachment, CD46 Liquid Waste Management

The following contract items of work, where shown on the project plans, shall be incorporated in the SWPPP as critical temporary control measures: Temporary Construction Entrance/Exit, Temporary Silt Fence, Temporary Fence (Type ESA), Temporary Perimeter Barrier, Temporary Drainage Inlet Protection, Non-Storm Water Discharges, Temporary Cover and Temporary Concrete Washout Facility. The Contractor shall consider other control measures to supplement the critical temporary control measures when necessary to meet the pollution control objectives of the SWPPP.

The following contract items of work, as shown on the project plans, shall be incorporated in the SWPPP as permanent post-construction control measures: Rock Slope Protection, Perimeter Confinement System, Tee Dissapator Protection, and Erosion Control (Type D). These control measures shall be utilized as construction period control measures. Attention is directed to "Order of Work" of these special provisions. The Contractor shall consider other control measures to supplement these permanent, post-construction control measures when necessary to meet the pollution control objectives of the SWPPP. The Contractor shall maintain and protect the permanent control measures throughout the duration of the project and shall restore these controls to the lines and grades shown on the plans prior to acceptance of the project.

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

- A. Source Identification;
- B. Erosion and Sediment Controls;
- C. Non-Storm Water Management;
- D. Waste Management and Disposal;
- E. Maintenance, Inspection and Repair;
- F. Training;
- G. List of Contractors and Subcontractors;
- H. Post-Construction Storm Water Management;
- I. Preparer;
- J. Copy of the Permit;
- K. BMP Consideration Checklist;
- L. SWPPP Checklist;
- M. Schedule of Values; and
- N. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the

project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, as determined by the Engineer in writing, the Contractor shall submit a written report to the Engineer within 2 days of identification of non-compliance. The report shall specify the time and nature of the non-compliance and include a course of action to correct the deficiency.

SCHEDULE OF VALUES

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The cost breakdown shall include both the special minimum requirements required by the Department and those selected by the Contractor for this project. The combined requirements shall be considered as items of work as part of the lump sum bid. The schedule of values shall reflect the all items of work, including both those required by the Department and those selected by the Contractor. The Contractor shall indicate quantities and costs for the control measures shown in the schedule of values, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

SWPPP IMPLEMENTATION

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the rainy season, defined as between October 1 and May 1.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 0.5 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 125 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.

Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

MAINTENANCE

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the CSWPPP shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

Inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff;
- C. At 24 hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

PAYMENT

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, shall be considered as included in the lump sum bid for the various items of work and no additional compensation will be allowed thereafter except changes to control measures required as a result of extra work as provided in Section 4-1.03D of the Standard Specifications and the following:

- A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
- B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

WATER POLLUTION CONTROL SCHEDULE OF VALUES

Contract No. 04-1S2304

UNIT DESCRIPTION	UNIT	QUANTITY	VALUE	AMOUNT
CD10 Material Delivery & Storage	LS	Lump Sum		
CD11 Material Use	LS	Lump Sum		
CD12 Spill Prevention and Control	LS	Lump Sum		
CD13 Solid Waste Management	LS	Lump Sum		
CD14 Hazardous Waste Management	LS	Lump Sum		
CD15 Contaminated Soil Management	LS	Lump Sum		
CD16 Concrete Waste Management	LS	Lump Sum		
CD17 Sanitary/Septic Waste Management	LS	Lump Sum		
CD18 Vehicle and Equipment Cleaning	LS	Lump Sum		
CD19 Vehicle and Equipment Fueling	LS	Lump Sum		
CD20 Vehicle and Equipment Maintenance	LS	Lump Sum		
CD22 Scheduling	LS	Lump Sum		
CD23 Preservation of Existing Vegetation	LS			
CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets	LS	Lump Sum		
CD31 Earth Dikes, Drainage Swales, and Lined Ditches	LS	Lump Sum		
CD44 Illicit Discharge/Illegal Dumping Detection and Reporting	LS	Lump Sum		
CD45 Clear Water Diversion and Encroachment	LS	Lump Sum		
CD46 Liquid Waste Management	LS	Lump Sum		

TOTAL _____

10-1.03 NON-STORM WATER DISCHARGE

Non-storm water discharge work shall consist of groundwater dewatering work, including labor and materials, such as providing power to operate pumping equipment, holding tanks, monitoring, inspection, and maintenance of dewatering equipment and discharges, and removal and disposal of materials and groundwater.

Non-storm water discharge shall conform to the requirements in Section 7-1.01G, "Water Pollution" of the Standard Specifications and these special provisions.

Conformance with the requirements of this section shall in no way relieve the Contractor from the Contractor's responsibilities, as provided in Section 7-1.11, "Preservation of Property," and Section 7-1.12, "Responsibility for Damage," of the Standard Specifications.

EXCAVATION DEWATER

The contractor shall provide two holding tanks to temporarily store groundwater encountered during excavation. The Contractor shall discharge the groundwater from the holding tanks, to the ground within the staging area. The contractor shall select a discharge location within the project limits, such that the discharge will not cause any disturbance to the Environmental Sensitive Area (ESA). A level, vegetated location that promotes infiltration shall be selected for the discharge.

Suspended solids shall be removed from the discharge to the extent that visible, floating products are not apparent within the discharge. The turbidity, measured in Nephelometric Turbidity Units (NTU), of the discharge shall not be greater than 55 NTU. The point of effluent discharge shall not cause vegetation or surface soils to become dislodged or disturbed.

Upon completion of the discharge, the Contractor shall dispose of dried sediment from the holding tanks within the project, at a location designated by the Engineer. The disposed sediment shall be compacted to generally conform to the existing grade and terrain.

The Contractor shall submit to the Engineer, as provided in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications, a plan which details the methods and measures that will be used to pump groundwater to the holding tanks, prevent flow of groundwater into the ESA and nearby water bodies, control infiltration of discharge within the construction area, remove sediment from the discharge, and protect soils and vegetation from becoming dislodged at the point of discharge. The plan shall, at a minimum, contain a graphic of the dewatering operation. The graphic shall define the flow path and placement of pipes, hoses, pumps, and other equipment used to convey the discharge. In addition, the Contractor shall provide a drawing that depicts the general position of the dewatering measures relative to the excavations undergoing dewatering and the point of discharge. Written descriptions of the dewatering operation shall include, but are not limited to, an estimate of the discharge volume, flow rate, frequency; location of discharge; and the inspection and monitoring procedures in association with the discharge operation.

The plan shall be submitted, at least, 5 days prior to beginning excavation operations. The Contractor shall allow 2 days for the Engineer to review and approve the plan. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the plan within 2 days of receipt of the Engineer's comments and shall allow 2 days for the Engineer to review the revisions. Excavation operations shall not be allowed until the Engineer has approved the plan.

The Contractor shall conduct a daily inspection of the dewatering equipment, when in use, to ensure that all components are functional and routinely maintained to prevent leakage. Should any component of the dewatering equipment be damaged or affect the performance of the equipment, the dewatering operation shall be discontinued and the component shall be repaired or replaced with substitute equipment.

The Contractor shall monitor the discharge and the discharge location. The observations made during monitoring shall include the color, appearance of affected area, presence of suspended material, presence of water fowl or aquatic wildlife, atmospheric condition, time, and date. During monitoring events, the Contractor shall obtain NTU measurements for the discharge turbidity. The Contractor shall conduct monitoring, at a minimum of one hour prior to discharge, during the first 10 minutes of initiating discharge, every four hours upon initiating discharge, and upon cessation of the discharge. The observations and NTU measurements shall be recorded on the inspection forms to be provided by the Engineer. Completed inspection forms shall be provided to the Engineer on a weekly basis or as directed by the Engineer.

Observations that indicate that the discharge contains suspended material or is discolored shall be immediately reported to the Engineer. Measurements of NTU in excess of 50 NTU shall be immediately reported to the Engineer. The discharge activity shall cease so that corrective actions are undertaken to repair, modify or replace the equipment. The commencement of discharge activities shall be upon approval by the Engineer.

MATERIALS

Materials shall conform to the provisions in Section 6, "Control of Materials," Section 7-1.16, "Contractor's Responsibility for the Work and Materials," and Section 74-2, "Drainage Pump Equipment," of the Standard Specifications and these special provisions.

Holding tanks shall be transportable, totally enclosed, with a minimum holding capacity of 75,700 L per individual tank and capable of connecting multiple tanks in series. Holding tanks shall have an inlet and outlet capable of receiving and discharging minimum flows, at a rate of 17.5 L/min. All tanks shall be of the same make and manufacturer, and shall remain on the site until dewatering operations are no longer necessary as determined by the Engineer.

Plastic piping may be approved for use as determined by the Engineer in writing. If plastic piping is used, it shall conform to the provisions in section 20-5.03E, "Pipe," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for non-storm water discharge shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in non-storm water discharge, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.04 ENVIRONMENTALLY SENSITIVE AREA (GENERAL)

The Contractors attention is directed to the designated Environmentally Sensitive Area (ESA), shown on the plans. The exact location of the boundaries of environmentally sensitive area shall be established by the Engineer and delineated by the placement of Temporary Fence (Type ESA) as described in these special provisions.

Within the boundaries of an ESA, no project related activities shall take place. This specifically prohibits vehicle access, storage or transport of any materials, including hydrocarbon and lead contaminated material, or any other project related activities.

10-1.05 TEMPORARY COVER

Temporary cover shall conform to the details shown on the plans. The minimum quantity of temporary cover required for this project shall be 1000 square meters.

The Contractor shall use temporary cover as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary cover in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS

Materials shall conform to the following for either plastic or fabric sheeting:

If fabric is used, the fabric shall be a minimum 115 g/m² slit film woven fabric made of monofilaments of polypropylene. The fabric shall be non biodegradable, resistant to sunlight deterioration, inert to most soil chemicals and furnished with sealed edges on all sides to prevent unraveling. The fabric shall also conform to the following:

Properties	
Grab tensile strength	0.85-0.95 kn
Elongation at break (minimum)	15%

If plastic sheeting is used, the sheeting shall be polyethylene, new and a minimum of 0.33 mm thickness.

INSTALLATION

Fabric or plastic sheeting shall be placed and anchored as shown on the plans. Abutting edges shall overlap a minimum of a 0.6m. A weight such as rock bags shall be placed on the overlap area at a maximum spacing of 2.4m. Anchoring temporary cover by using staples or wooden lath and anchors may be allowed in lieu of rock bags as determined by the Engineer. The Contractor shall submit details for any alternative anchoring system to the Engineer for approval prior to installation. Non-abutting edges shall be embedded a minimum of 150 mm in native soil.

Temporary cover damaged as a result of the Contractors operations shall be replaced by the Contractor at his expense.

MEASUREMENT AND PAYMENT

The contract lump sum price paid for temporary cover shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining and removing temporary cover, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer. If the Contractor removes the temporary cover in order to facilitate any other work, the temporary cover shall be replaced and secured by the contractor at no additional cost to the State.

10-1.06 TEMPORARY DRAINAGE INLET PROTECTION

Temporary drainage inlet protection shall be installed, maintained and later removed as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

The Contractor shall select the appropriate drainage inlet protection shown on the plans commensurate to the field condition around the drainage inlet. For all other drainage inlets within the project limits that do not conform to the details shown on the plans, the Contractor shall submit to the Engineer for approval, provisions for providing temporary drainage inlet protection.

Throughout the duration of the Contract, the Contractor shall be required to provide protection commensurate with the changing condition of the drainage inlet. It is recognized that the drainage inlet changes during the course of construction and the actual protection provided may require selecting the appropriate type or types of drainage inlet protection as it changes during the course of construction.

Some conditions may require combining materials outlined in the special provision to address conditions that cannot be accounted for at this time.

The Contractor shall use temporary drainage inlet protection as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary drainage inlet protection in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS.—

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

- A. **SILT FENCE.**—Sedimentation control fabric for temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to ASTM Designation: D 4632.
- B. **ROCK BAG.**—Rock bag fabric shall be woven polypropylene, polyethylene or polyamide with a minimum unit weight of 135 g/m². The fabric shall have a mullen burst strength of at least 2067 kPa, per ASTM Designation: D3786 and an ultraviolet (UV) stability exceeding 70 percent.

Rock bags shall have a length of 600 mm to 800 mm, width of 400 mm to 450 mm, thickness of 150 mm to 200 mm, and be capable of containing a weighted mass of 13 kg to 22 kg.

Rock bag fill material shall be non-cohesive gravel, free from deleterious material. Rock bags shall be filled and the opening secured such that rock shall not escape from the bag.

- C. **EROSION CONTROL BLANKET.**—Erosion control blanket shall consist of straw and coconut or wood excelsior blanket secured in place with wire staples and shall conform to one of the following:
- D. **EXCELSIOR BLANKET.**—Excelsior blanket material shall consist of machine produced mats of curled wood excelsior with 80 percent of the fiber 150 mm or longer. The erosion control blanket shall be of consistent thickness and the wood fiber shall be evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with an extruded plastic mesh. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-injurious to plant and animal life. Erosion control blanket shall be furnished in rolled strips, 1220 mm -2440 mm in width, and shall have an average mass of 0.5-kg/m², \pm 10 percent, at the time of manufacture.
- E. **STRAW AND COCONUT BLANKET.**—Straw and coconut blanket shall be machine produced mats of straw and coconut with a light weight netting on top. The straw and coconut shall be adhered to the netting with biodegradable thread or glue strip. The straw and coconut erosion control blanket shall be of

consistent thickness with the straw and coconut evenly distributed over the entire area of the blanket. Straw and coconut erosion control blanket shall be furnished in rolled strips with a minimum width of 1.8 meters, minimum length of 20 meters (± 1 meter) and a minimum mass of 0.27-kg/m².

- F. **STAPLES.**—Staples for erosion control blankets shall be made of 11-gage minimum steel wire and shall conform to the dimensions shown on the plans.

INSTALLATION AND MAINTENANCE.—

Temporary rock bag dike consisting of filled rock bags placed in multiple layers shall be installed as shown on the plans.

When no longer required for the purpose, as determined by the Engineer, temporary drainage inlet protection facilities shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work.

Temporary drainage inlet protection damaged due to storms or as a result of the Contractor's operations shall be replaced at the Contractor's expense.

MEASUREMENT AND PAYMENT.—

The quantity of temporary drainage inlet protection to be paid for will be determined from each drainage inlet protected conforming to the details shown on the plans. The protection is measured one time only and no additional measurement is recognized, and no additional compensation made, if it changes during the course of construction.

The contract price paid per temporary drainage inlet protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary drainage inlet protection, complete in place, including excavation and backfill, all modifications occurring during the course of construction, and maintenance and removal of temporary drainage inlet protection, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary drainage inlet protection for protection at drainage inlets other than as shown on the project plans or directed by the Engineer, in accordance with the Contractor's Storm Water Pollution Prevention Plan, will not be measured as temporary drainage inlet protection. Payment for drainage inlet protection that is required as part of the SWPPP, but is not shown on the project plans, will be paid for as specified in "Water Pollution Control" elsewhere in these special provisions.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary drainage inlet protection required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," shall not apply to temporary drainage inlet protection.

10-1.07 TEMPORARY CONCRETE WASHOUT FACILITY

Temporary concrete washout facilities shall be constructed, maintained, and later removed as shown on the plans, in conformance with these special provisions and as directed by the Engineer.

Temporary concrete washout facilities shall be installed prior to beginning any placement of concrete and located a minimum of 15 m from storm drain inlets, open drainage facilities, and watercourses, unless determined infeasible by the Engineer. Each facility shall be located away from construction traffic or access areas to prevent disturbance or tracking.

A sign shall be installed as shown on the plans adjacent to each washout facility to inform concrete equipment operators to utilize the proper facilities.

Temporary concrete washout facilities shall be constructed above grade or below grade at the option of the Contractor. The minimum quantity of concrete washouts required for this project shall be 1.

Temporary concrete washout facilities shall be constructed and maintained in sufficient quantity and size to contain all liquid and concrete waste generated by washout operations for all concrete wastes. These facilities shall be constructed to contain all liquid and concrete waste without seepage, spillage or overflow.

MATERIALS

Materials used in the construction of temporary concrete washout facility shall conform to the following:

- A **PLASTIC SHEETING.**—Plastic sheeting shall be new and a minimum of 0.33 mm thick polyethylene sheeting and shall be free of holes, tears or other defects that compromise the impermeability of the material. Plastic sheeting shall not have seams or overlapping joints.

- B ROCK BAG.**—Rock bag fabric shall be woven polypropylene, with a minimum unit weight of 250g/m². The fabric shall have a mullen burst strength of at least 2500 kPa, per ASTM Designation: D3786 and an ultraviolet (UV) stability exceeding 70 percent at 500 hours. Rock bags shall have a length of 600 mm to 800 mm, width of 400 mm to 500 mm, thickness of 150 mm to 200 mm, and capable of containing a weighted mass of 13 kg to 22 kg. Rock bag fill material shall be non-cohesive, gravel, free from deleterious material. Rock bags shall be filled and the opening secured such that rock shall not escape from the bag.
- C STRAW BALES.**—Straw for straw bales shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications. Each straw bale shall be a minimum of 360 mm wide, 450 mm in height, 900 mm in length and shall have a minimum mass of 23 kg. The straw bale shall be composed entirely of vegetative matter, except for binding material. Bales shall be bound by either wire, nylon or polypropylene string. Jute and cotton binding shall not be used. Wire shall be a minimum of 1.57 mm (16-gage) baling wire. Nylon or polypropylene string shall be approximately 2 mm in diameter with 360 N of breaking strength.
- D STAKES.**—Stakes shall be 50 mm x 50 mm wood posts. Each stake shall have a minimum length of one meter.

TEMPORARY CONCRETE WASHOUT FACILITY (TYPE ABOVE GRADE)

Temporary concrete washout facility (type above grade) shall be constructed as shown on the plans with a minimum length of 3 m and a minimum width of 3 m. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the Engineer.

TEMPORARY CONCRETE WASHOUT FACILITY (TYPE BELOW GRADE)

Temporary concrete washout facility (type below grade) shall be constructed as shown on the plans with a minimum length of 3 m and a minimum width of 3 m. The length and width of a facility may be increased, at the Contractor's expense, upon approval of the Engineer.

MAINTENANCE AND REMOVAL

Temporary concrete washout facilities shall be maintained to provide adequate holding capacity with a minimum freeboard of 100mm for above grade facilities and 300mm for below grade facilities. Maintaining temporary concrete washout facilities shall include removing and disposing of hardened concrete and returning the facilities to a functional condition. Hardened concrete materials shall be removed and disposed of in conformance with the provisions in Section 15-3.02, "Removal Methods," of the Standard Specifications. Minor holes and tears in the plastic sheeting may be taped as long as the repair does not compromise the impermeability of the material.

When temporary concrete washout facilities are no longer required for the work, as determined by the Engineer, the hardened concrete shall be removed and disposed of in conformance with the provisions in Section 15-3.02 of the Standard Specifications. Materials used to construct temporary concrete washout facilities shall become the property of the Contractor, shall be removed from the site of the work, and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

Holes, depressions or other ground disturbance caused by the removal of the temporary concrete washout facilities shall be backfilled and repaired in conformance with the provisions in Section 15-1.02, "Preservation of Property," of the Standard Specifications.

PAYMENT

The contract lump sum price paid for temporary concrete washout facilities shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing, maintaining and removing temporary concrete washout facilities, complete in place, including straw bales, plastic lining, sign, portable delineators, lath and flagging, and excavation and backfill, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.08 TEMPORARY FENCE (TYPE ESA)

Temporary fence (Type ESA) shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Temporary fence (Type ESA) shall be constructed prior to any clearing and grubbing work and a sufficient distance from protected plants to enclose all of the foliage canopy and not encroach upon visible roots of the plants.

Temporary fence (Type ESA) shall be located so that it will be unobstructed from view by heavy equipment operators and other construction personnel.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein. Fabric used for Temporary fence (Type ESA) shall also conform to the following:

Material:	Polypropylene or Polyethylene
Color:	Orange
Mesh opening:	50 mm x 50 mm
UV Resistance:	Fully Stabilized
Fabric Width, min.:	1.22 m

Posts shall be either metal or wood at the Contractor's option, and shall be suitable for the purpose intended. Metal posts shall have a minimum diameter of 21.5 mm x 1600 mm in length. Wood posts shall be fir or pine and shall be a minimum of 25 mm x 50 mm x 1600 mm in length. Posts shall be driven into the soil a minimum of 400 mm. Post spacing shall be adequate to completely support the fence fabric in an upright position.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for posts will not be required.

Temporary fence (Type ESA) that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary fence (Type ESA) shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary fence (Type ESA) shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

Temporary fence (Type ESA) shall be measured in the manner specified for permanent fences in Section 80, "Fences," of the Standard Specifications.

The contract price paid per meter for temporary fence (Type ESA) shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing temporary fence (Type ESA) complete in place, including installation, maintenance, removal and disposal of materials as specified in these special provisions and as directed by the Engineer.

10-1.09 TEMPORARY CONSTRUCTION ENTRANCE/EXIT

Temporary construction entrance/exit work shall consist of placing, maintaining, and removing temporary construction entrance/exit and adjacent clean out sump, including grading and compaction, and including transport and disposal of soil and sediment removed from temporary construction entrance/exit and clean out sump.

Temporary construction entrance/exit and clean out sump shall conform to the details shown on the plans and these special provisions. The minimum quantity of temporary construction entrance/exit entrance/exit required for this project shall be 2.

Temporary construction entrance/exit (Type 1 or 2) shall be furnished, installed, maintained and removed at the locations shown on the plans.

The Contractor shall provide as many temporary construction entrance/exits and clean out sumps as required for the duration of the contract. Attention is directed to "Water Pollution Control" elsewhere in these special provisions.

The Contractor shall use temporary construction entrance/exit as one of the various measures to prevent water pollution. The Storm Water Pollution Prevention Plan shall graphically show the use of temporary construction entrance/exit in relation to other water pollution control work specified elsewhere in these special provisions.

MATERIALS.—Materials shall conform the following:

- A. **Subgrade Enhancement Fabric.**--Subgrade enhancement fabric shall be placed where shown on the plans and at locations designated by the Engineer in accordance with this special provision.

Subgrade enhancement fabric shall be manufactured from one or more of the following materials: polyester, nylon or polypropylene. Subgrade enhancement fabric shall be, at the option of the contractor, either a woven filament or nonwoven type fabric conforming to the following:

	Woven	Non-Woven
Weight, grams per Square Meter, Min. ASTM Designation: D3776	205	205
Grab Tensile Strength, Newtons (N), Min. ASTM Designation: D4632	890	800
Tensile Strength at 10% Elongation, N, Min. ASTM Designation: D4632	490	--
Elongation at Break, Percent, Max. ASTM Designation: D4632	35 Max.	50 Min.

Subgrade enhancement fabric shall be furnished in an appropriate protective cover which shall protect it from ultraviolet radiation and from abrasion due to shipping and handling, and shall remain covered until installation. Subgrade enhancement fabric shall be accompanied by a Certificate of Compliance conforming to the provision in Section 6-1.07, "Certificate of Compliance," of the Standard Specifications.

- B. **Aggregate.**--Aggregate shall be uniformly graded angular rock or cobble ranging in size from 76.2 mm-180 mm. Rock shall be clean and free of organic matter and shall conform to the provisions in Section 26, "Aggregate Base," of the Standard Specifications and these special provisions.
- C. **Steel Corrugated Panels.**--Manufactured steel corrugated panels with raised bars shall be provided in individual sections. Steel plate and raised bars shall be a minimum 12.7 mm thick. Bars shall be a minimum of 38.1 mm in height and shall be uniformly distributed 190.5 mm apart longitudinally throughout the full section of each panel. Raised bars shall be welded to the bottom plate and approximately 12.7 mm thick at the base and tapering to 6.35 mm thick at the top of the bar. Each panel shall have a nominal dimension of 3 m X 2.43 m with an approximate weight of 1454 kg for each panel. Each end of the panel shall have a slot or hooked section to facilitate coupling at the ends.

INSTALLATION

Temporary construction entrance/exit and clean out sump shall be installed as shown on the plans and as follows:

- A. Prior to placing the subgrade enhancement fabric, the areas shall be cleared of all trash and debris. Weeds shall be removed to the ground level. Cleared trash, debris, and removed weeds shall be disposed of outside the highway right of way in accordance with the provisions in Section 7-1.13 of the Standard Specifications.
- B. Subgrade enhancement fabric shall be handled and placed in accordance with the manufacturer's recommendation and shall be positioned longitudinally along the alignment, pulled taut to form a tight wrinkle-free mat. The subgrade to receive the fabric, immediately prior to placing, shall conform to the compaction and elevation tolerance specified in Section 25-1.03, "Subgrade," of the Standard Specifications and these special provisions and shall be free of loose or extraneous material and sharp objects that may damage the fabric during the installation.

Adjacent borders of the fabric shall be overlapped a minimum of 450 mm.

The amount of subgrade enhancement fabric placed shall be limited to that which can be covered with aggregate material within 72 hours.

Aggregate material to be placed directly over the subgrade enhancement fabric shall be spread in the direction of fabric overlaps. Stockpiling of materials directly on the subgrade enhancement fabric is not allowed. Once a sufficient working platform has been constructed, all remaining materials shall be uniformly placed and spread with 1:4 (V:H) tapers at the perimeter edges of the temporary construction entrance/exit where it conforms to existing roadway and in accordance with the applicable sections of the special provisions and the Standard Specifications.

During spreading of the aggregate material, vehicles or equipment shall not be driven directly on the fabric. A sufficient thickness of material shall be maintained between the fabric and the equipment to prevent damage to the fabric. Damage to the fabric resulting from the Contractor's vehicles, equipment, or operations shall be repaired at the Contractor's expense.

Should the fabric be damaged during placing, the damaged section shall be repaired by placing a new piece of fabric over the damaged area. Said piece of fabric shall be large enough to cover the damaged area and provide a minimum 900 mm overlay on all edges.

Steel corrugated panels shall be installed as shown on the plans. A minimum of 3 panel sections coupled to one another is required at each temporary construction entrance/exit. Prior to installing panels, the ground surface shall be cleared of all debris which may prevent uniform contact with the ground surface.

A clean out sump shall be installed as shown on the plans and located within 6m of the entrance/exit facility. The sump shall be sized sufficiently to hold soil removed from the surfacing of the entrance /exit facility in order to maintain efficiency.

MAINTENANCE

The Contractor shall maintain the temporary construction entrance/exit and clean out sump throughout the contract period. The Contractor shall prevent displacement or migration of the aggregate surfacing or steel corrugated panels. Any significant depressions, as determined by the Engineer, which form due to settling or heavy traffic shall be repaired by the Contractor.

Sediment and soil built up in the temporary construction entrance/exit surface which compromises the efficiency for sediment and soil removing capability shall be removed as necessary or as determined by the Engineer. Removal and disposal of sediment and soils from the entrance/exit and the clean out sump shall be the responsibility of the Contractor.

Once the temporary construction entrance/exit and clean out sump is no longer needed, the aggregate, subgrade enhancement fabric and any soil and sediments shall be removed and disposed of as provided for in Section 7-1.13, "Disposal of Material Outside of the Highway Right of Way," of the Standard Specifications. Following removal of the temporary construction entrance/exit and clean out sump, the areas shall be graded smooth and compacted to conform with adjacent areas.

PAYMENT

Regardless of which type of temporary construction entrance/exit is installed (Type 1 or 2), each type shall be measured as a temporary construction entrance/exit. At the option of the Contractor, temporary construction entrance/exit (Type 2) may be substituted for temporary construction entrance/exit (Type 1) at no additional cost to the State.

The contract lump sum price paid for temporary construction entrance/exit shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary construction entrance/exit, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.10 TEMPORARY SILT FENCE

Temporary silt fence shall conform to the details shown on the plans and these special provisions.

Temporary silt fence shall be furnished, installed, maintained, and removed at the locations shown on the plans.

Preparation shall conform to the provisions in Section 20-3.02, "Preparation," of the Standard Specifications.

Attention is directed to "Water Pollution Control" of these special provisions.

MATERIALS

Materials for temporary silt fence shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and one of the following.

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632.

Temporary silt fence shall be a prefabricated silt fence with a minimum woven polypropylene fabric width of 900 mm and a minimum tensile strength of 0.44-kN, conforming to the requirements of ASTM Designation: D 4632 and having an integral reinforcement layer. The reinforcement layer shall be a polypropylene or equivalent net provided by the manufacturer.

INSTALLATION

Temporary silt fence shall be installed as shown on the plans.

When joints are necessary, the temporary silt fence shall overlap a minimum of 150 mm with both posts tied together.

Temporary silt fences shall be maintained to provide for adequate sediment holding capacity. Sediment deposits shall be removed when the sediment deposit reaches approximately one-third of the fence height. Removed sediment shall be deposited within the project in such a way that the sediment is not subject to erosion by wind or water, or as directed by the Engineer.

When no longer required for the intended purpose, as determined by the Engineer, temporary silt fence shall be removed from the site of the work.

Holes, depressions or any other ground disturbance caused by the removal of the temporary silt fence shall be backfilled and repaired in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The quantity of temporary silt fence will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary silt fence, deducting the widths of openings.

The contract price paid per meter for temporary silt fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary silt fence, complete in place, including trench excavation and backfill, and maintenance and removal of temporary silt fence, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Temporary silt fence placed at location other than as shown on the project plans or directed by the Engineer, in conformance with the Contractor's Storm Water Pollution Prevention Plan, will not be measured and will be paid for as specified in "Water Pollution Control" of these special provisions.

No adjustment of compensation will be made for any increase or decrease in the quantities of temporary silt fence required, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to temporary silt fence.

10-1.11 TEMPORARY PERIMETER BARRIER

Temporary perimeter barrier shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Preparation shall conform to the requirements in Section 20-3.02, "Preparation," of the Standard Specifications.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Attention is directed to "Order of Work" of these special provisions.

MATERIALS

Materials shall conform to Section 20-2, "Materials," of the Standard Specifications and the following:

- A. Plywood shall be 12.6 mm thick (min.), with a nominal dimension of 1.2 m x 2.43 m. Plywood shall be pressure treated to resist decay.
- B. Wood bracing shall be as shown on the plans, and shall be pressure treated to resist decay.
- C. Steel posts shall be painted, snow stake type at a length of 2.43 m. Tie wire shall be a minimum of 12 gauge thickness.
- D. Wire mesh for snake egress shall have 3.1 mm x 3.1 mm openings, and wire shall be 16 gauge, minimum.

INSTALLATION

Temporary perimeter barrier shall be installed as shown on the plans and as follows:

- A. Temporary perimeter barrier shall consist of new plywood sheets anchored to steel posts with tie wire as shown on the plans. Holes shall be made through the plywood to adequately anchor the plywood to the steel posts and ensure snug overlap of plywood. Plywood shall be installed below grade as shown on the plans.

- B. Holes shall be made in the plywood sheets at center of each board measured longitudinally, and such that the bottom of the hole is adjacent to finish grade once the plywood has been trenched to sufficient depth. Dimensions of the hole shall be as shown on the plans.
- C. Wire mesh cones shall be placed at the holes, with locations and dimensions as shown on the plans, to allow snake egress and prevent re-entry of the snake. Fabricating and fastening techniques for the wire mesh cones shall provide a uniform transition between the wire mesh cone and the plywood, with no rough edges on either plywood or wire mesh, and such that there are no gaps or openings between the wire mesh and the plywood.

Care shall be taken to avoid damage to the wire mesh cones, and any damages shall be repaired promptly at the Contractor's expense. Any debris that becomes deposited in front of the cones shall be promptly removed to maintain openings.

Temporary perimeter barrier that is damaged during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, Temporary perimeter barrier shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Removed Temporary perimeter barrier materials that are not damaged may be constructed in the permanent work provided the materials conform to the requirements specified for the permanent work and such materials are new when used for the Temporary perimeter barrier.

Holes caused by the removal of Temporary perimeter barrier shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

MEASUREMENT AND PAYMENT

The quantity of temporary perimeter barrier will be measured by the meter as determined from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed temporary perimeter barrier.

The contract price paid per meter for temporary perimeter barrier shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing temporary perimeter barrier, complete in place, including maintenance and removal of temporary perimeter barrier, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.12 PROGRESS SCHEDULE

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications and these special provisions.

The Contractor shall provide the Engineer a progress schedule no later than the day they begin work. Thereafter, the Contractor shall provide a weekly progress schedule to the Engineer, not later than Friday, for the next week of work.

10-1.13 MOBILIZATION

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

10-1.14 CONSTRUCTION AREA SIGNS

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

10-1.15 MAINTAINING TRAFFIC

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

Lane closures shall conform to the provisions in section "Traffic Control System for Lane Closure" of these special provisions.

Personal vehicles of the Contractor's employees shall not be parked within the right of way.

Whenever vehicles or equipment are parked on the shoulder within 1.8 m of a traffic lane, the shoulder area shall be closed with fluorescent traffic cones or portable delineators placed on a taper in advance of the parked vehicles or equipment and along the edge of the pavement at 7.5 m intervals to a point not less than 7.5 m past the last vehicle or piece of equipment. A minimum of 9 cones or portable delineators shall be used for the taper. A C23 (Road Work Ahead) or C24 (Shoulder Work Ahead) sign shall be mounted on a portable sign stand with flags. The sign shall be placed where designated by the Engineer.

A minimum of one paved traffic lane, not less than 3 m wide, shall be open for use by public traffic. When construction operations are not actively in progress, not less than 2 of these lanes shall be open to public traffic.

Lanes shall be closed only during the hours shown on the charts included in this section "Maintaining Traffic." Except work required under Sections 7-1.08 and 7-1.09, work that interferes with public traffic shall be performed only during the hours shown for lane closures.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if, in the opinion of the Engineer, public traffic will be better served and the work expedited. These deviations shall not be adopted by the Contractor until the Engineer has approved the deviations in writing. Other modifications will be made by contract change order.

Chart No. 1																										
Two-Lane Conventional Highway Lane Requirements																										
Location: North and Southbound Route 1 - At Tunitas Creek Bridge																										
FROM HOUR TO HOUR	a.m.												p.m.													
	12	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11		12
Mondays through Thursdays	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
Fridays	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
Saturdays	R	R	R	R	R	R	R	R	R	R	R								R	R	R	R	R	R		
Sundays	R	R	R	R	R	R	R	R	R	R	R									R	R	R	R	R		
Day before designated legal holiday	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	R	
Designated legal holidays	R	R	R	R	R	R	R	R	R	R	R									R	R	R	R	R		
Legend:																										
R	One-way traffic control permitted:																									
	1. Close one traffic lane and stop public traffic for period not to exceed five minutes.																									
	2. Provide at least one traffic lane.																									
	3. Maximum length of one-way control shall be 200 meters.																									
	No work that interferes with public traffic will be allowed																									
REMARKS:																										

10-1.16 CLOSURE REQUIREMENTS AND CONDITIONS

Lane closures shall conform to the provisions in "Maintaining Traffic" of these special provisions and these special provisions.

The term closure, as used herein, is defined as the closure of a traffic lane or lanes, including ramp or connector lanes, within a single traffic control system.

CLOSURE SCHEDULE

By noon Monday, the Contractor shall submit a written schedule of planned closures for the following week period, defined as Friday noon through the following Friday noon.

The Closure Schedule shall show the locations and times when the proposed closures are to be in effect. The Contractor shall use the Closure Schedule request forms furnished by the Engineer. Closure Schedules submitted to the Engineer with incomplete, unintelligible or inaccurate information will be returned for correction and resubmittal. The Contractor will be notified of disapproved closures or closures that require coordination with other parties as a condition of approval.

CONTINGENCY PLAN

The Contractor shall prepare a contingency plan for reopening closures to public traffic. The Contractor shall submit the contingency plan for a given operation to the Engineer within one working day of the Engineer's request.

LATE REOPENING OF CLOSURES

If a closure is not reopened to public traffic by the specified time, work shall be suspended in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. The Contractor shall not make any further closures until the Engineer has accepted a work plan, submitted by the Contractor, that will insure that future closures will be reopened to public traffic at the specified time. The Engineer will have 2 working days to accept or reject the Contractor's proposed work plan. The Contractor will not be entitled to any compensation for the suspension of work resulting from the late reopening of closures.

COMPENSATION

The Contractor shall notify the Engineer of any delay in the Contractor's operations due to the following conditions, and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of those conditions, and the Contractor's loss due to that delay could not have been avoided by rescheduling the affected closure or by judicious handling of forces, equipment and plant, the delay will be

considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09:

- A. The Contractor's proposed Closure Schedule is denied and his planned closures are within the time frame allowed for closures in "Maintaining Traffic" of these special provisions, except that the Contractor will not be entitled to any compensation for amendments to the Closure Schedule that are not approved.
- B. The Contractor is denied a confirmed closure.

Should the Engineer direct the Contractor to remove a closure prior to the time designated in the approved Closure Schedule, any delay to the Contractor's schedule due to removal of the closure will be considered a right of way delay within the meaning of Section 8-1.09, "Right of Way Delays," and compensation for the delay will be determined in conformance with the provisions in Section 8-1.09.

10-1.17 TRAFFIC CONTROL SYSTEM FOR LANE CLOSURE

A traffic control system shall consist of closing traffic lanes in conformance with the details shown on the plans, the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, the provisions under "Maintaining Traffic" and "Construction Area Signs" of these special provisions, and these special provisions.

The provisions in this section will not relieve the Contractor from the responsibility to provide additional devices or take measures as may be necessary to comply with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

If components in the traffic control system are displaced or cease to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location.

When lane closures are made for work periods only, at the end of each work period, components of the traffic control system, except portable delineators placed along open trenches or excavation adjacent to the traveled way, shall be removed from the traveled way and shoulder. If the Contractor so elects, the components may be stored at selected central locations designated by the Engineer within the limits of the highway right of way.

One-way traffic shall be controlled through the project in conformance with the plan entitled "Traffic Control System for Lane Closure on Two Lane Conventional Highways" and these special provisions.

Utilizing a pilot car will be at the option of the Contractor. If the Contractor elects to use a pilot car, the cones shown along the centerline on the plan need not be placed. The pilot car shall have radio contact with personnel in the work area. The maximum speed of the pilot car through the traffic control zone shall be 40 kilometers per hour (25 mph).

The contract lump sum price paid for traffic control system shall include full compensation for furnishing all labor, materials (including signs), tools, equipment, and incidentals, and for doing all the work involved in placing, removing, storing, maintaining, moving to new locations, replacing, and disposing of the components of the traffic control system and for furnishing and operating the pilot car, (including driver, radios, other equipment, and labor required), as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

The adjustment provisions in Section 4-1.03, "Changes," of the Standard Specifications shall not apply to the item of traffic control system. Adjustments in compensation for traffic control system will be made only for increased or decreased traffic control system required by changes ordered by the Engineer and will be made on the basis of the cost of the increased or decreased traffic control necessary. The adjustment will be made on a force account basis as provided in Section 9-1.03, "Force Account Payment," of the Standard Specifications for increased work and estimated on the same basis in the case of decreased work.

Traffic control system required by work which is classed as extra work, as provided in Section 4-1.03D of the Standard Specifications, will be paid for as a part of the extra work.

10-1.18 TEMPORARY PAVEMENT DELINEATION

Temporary pavement delineation shall be furnished, placed, maintained, and removed in conformance with the provisions in Section 12-3.01, "General," of the Standard Specifications and these special provisions. Nothing in these special provisions shall be construed as reducing the minimum standards specified in the Manual of Traffic Controls published by the Department or as relieving the Contractor from the responsibilities specified in Section 7-1.09, "Public Safety," of the Standard Specifications.

GENERAL

Whenever the work causes obliteration of pavement delineation, temporary or permanent pavement delineation shall be in place prior to opening the traveled way to public traffic. Laneline or centerline pavement delineation shall be provided at all times for traveled ways open to public traffic.

The Contractor shall perform the work necessary to establish the alignment of temporary pavement delineation, including required lines or marks. Surfaces to receive temporary pavement delineation shall be dry and free of dirt and loose material. Temporary pavement delineation shall not be applied over existing pavement delineation or other temporary pavement delineation. Temporary pavement delineation shall be maintained until superseded or replaced with a new pattern of temporary pavement delineation or permanent pavement delineation.

Temporary pavement markers, including underlying adhesive, and removable traffic tape which are applied to the final layer of surfacing or existing pavement to remain in place or which conflicts with a subsequent or new traffic pattern for the area shall be removed when no longer required for the direction of public traffic, as determined by the Engineer.

TEMPORARY LANELINE AND CENTERLINE DELINEATION

Whenever lanelines or centerlines are obliterated and temporary pavement delineation to replace the lines is not shown on the plans, the minimum laneline and centerline delineation to be provided for that area shall be temporary pavement markers placed at longitudinal intervals of not more than 7.3 m. The temporary pavement markers shall be the same color as the laneline or centerline the pavement markers replace. Temporary pavement markers shall be, at the option of the Contractor, one of the temporary pavement markers listed for short term day/night use (14 days or less) or long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. The temporary pavement markers shall be placed in conformance with the manufacturer's instructions. Temporary pavement markers for long term day/night use (6 months or less) shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used to place the temporary pavement markers in areas where removal of the temporary pavement markers will be required.

Temporary laneline or centerline delineation consisting entirely of temporary pavement markers listed for short term day/night use (14 days or less), shall be placed on longitudinal intervals of not more than 7.3 m and shall be used for a maximum of 14 days on lanes opened to public traffic. Prior to the end of the 14 days the permanent pavement delineation shall be placed. If the permanent pavement delineation is not placed within the 14 days, the Contractor shall replace the temporary pavement markers and provide additional temporary pavement delineation and shall bear the cost thereof. The additional temporary pavement delineation to be provided shall be equivalent to the pattern specified for the permanent pavement delineation for the area, as determined by the Engineer.

Where "no passing" centerline pavement delineation is obliterated, the following "no passing" zone signing shall be installed prior to opening the lanes to public traffic. C18 (ROAD CONSTRUCTION AHEAD) or C23 (ROAD WORK AHEAD) signs shall be installed from 300 m to 600 m ahead of "no passing" zones. R63 (DO NOT PASS) signs shall be installed at the beginning and at every 600-m interval within "no passing" zones. For continuous zones longer than 3 km, W71 (NEXT _____ MILES) signs shall be installed beneath the C18 or C23 signs installed ahead of "no passing" zones. R64 (PASS WITH CARE) signs shall be installed at the end of "no passing" zones. The exact location of "no passing" zone signing will be as determined by the Engineer and shall be maintained in place until permanent "no passing" centerline pavement delineation has been applied. The signing for "no passing" zones, shall be removed when no longer required for the direction of public traffic. The signing for "no passing" zones shall conform to the provisions in "Construction Area Signs" of these special provisions, except for payment.

Full compensation for furnishing, placing, maintaining, and removing the temporary pavement markers (including underlying adhesive, layout (dribble) lines to establish alignment of temporary pavement markers or used for temporary laneline and centerline delineation and signing specified for "no passing" zones) for those areas where temporary laneline and centerline delineation is not shown on the plans and for providing equivalent patterns of permanent traffic lines for those areas when required, shall be considered as included in the contract prices paid for the items of work that obliterated the laneline and centerline pavement delineation and no separate payment will be made therefor.

TEMPORARY TRAFFIC STRIPE (TAPE)

Temporary traffic stripe consisting of removable traffic stripe tape shall be applied at the locations shown on the plans. The temporary traffic stripe tape shall be complete in place at the location shown prior to opening the traveled way to public traffic.

Removable traffic stripe tape shall be the temporary removable traffic stripe tape listed in "Approved Traffic Products" of these special provisions.

Removable traffic stripe tape shall be applied in conformance with the manufacturer's installation instructions and shall be rolled slowly with a rubber tired vehicle or roller to ensure complete contact with the pavement surface. Traffic stripe tape shall be applied straight on tangent alignment and on a true arc on curved alignment. Traffic stripe tape shall not be applied when the air or pavement temperature is less than 10°C, unless the installation procedures to be used are approved by the Engineer, prior to beginning installation of the tape.

When removable traffic stripe tape is specified for temporary left edgeline delineation, temporary pavement markers placed at longitudinal intervals of not more than 1.8 m may be used in place of the temporary traffic stripe tape. Temporary pavement markers shall be one of the types of temporary pavement markers listed for long term day/night use (6 months or less) in "Approved Traffic Products" of these special provisions. When temporary pavement markers are used in place of tape, payment for those temporary pavement markers will be made on the basis of the theoretical length of the temporary traffic stripe (tape) required for the left edgeline which the temporary pavement markers replace.

TEMPORARY PAVEMENT MARKERS

Temporary pavement markers shall be applied at the locations shown on the plans. The pavement markers shall be applied complete in place at the locations shown prior to opening the traveled way to public traffic.

Temporary pavement markers shown on the plans shall be, at the option of the Contractor, one of the temporary pavement markers for long term day/night use (6 months or less) listed in "Approved Traffic Products" of these special provisions.

Temporary pavement markers shall be placed in conformance with the manufacturer's instructions and shall be cemented to the surfacing with the adhesive recommended by the manufacturer, except epoxy adhesive shall not be used in areas where removal of the pavement markers will be required.

Where the temporary pavement delineation shown on the plans for lanelines or centerlines consists entirely of a pattern of broken traffic stripe and pavement markers, the Contractor may use groups of the temporary pavement markers for long term day/night use (6 months or less) in place of the temporary traffic stripe tape or painted temporary traffic stripe. The groups of pavement markers shall be spaced as shown on the plans for a similar pattern of permanent traffic line, except pavement markers shown to be placed in the gap between the broken traffic stripe shall be placed as part of the group to delineate the pattern of broken temporary traffic stripe. The kind of laneline and centerline delineation selected by the Contractor shall be continuous within a given location. Payment for those temporary pavement markers used in place of temporary traffic stripe will be made on the basis of the theoretical length of the patterns of temporary traffic stripe (tape) or temporary traffic stripe (paint).

Retroreflective pavement markers conforming to the provisions in "Pavement Markers" of these special provisions may be used in place of temporary pavement markers for long term day/night use (6 months or less) except to simulate patterns of broken traffic stripe. Placement of the retroreflective pavement markers used for temporary pavement markers shall conform to the provisions in "Pavement Markers" of these special provisions except the waiting period provisions before placing the pavement markers on new asphalt concrete surfacing as specified in Section 85-1.06, "Placement," of the Standard Specifications shall not apply and epoxy adhesive shall not be used to place pavement markers in areas where removal of the pavement markers will be required.

MEASUREMENT AND PAYMENT

Temporary traffic stripe (tape) will be measured and paid for by the meter, measured along the line of the stripe, with deductions for gaps in broken traffic stripes. Double and 200-mm temporary traffic stripes, shown on the plans as tape, will be measured as 2 temporary traffic stripes (tape).

Temporary pavement markers, shown on the plans, will be measured and paid for by the unit in the same manner specified for retroreflective pavement markers in Section 85-1.08, "Measurement," and Section 85-1.09, "Payment," of the Standard Specifications. Temporary pavement markers used for temporary laneline and centerline delineation for areas which are not shown on the plans will not be included in the quantities of temporary pavement markers to be paid for. Full compensation for removing temporary pavement markers, when no longer required, shall be considered as included in the contract unit price paid for temporary pavement marker and no separate payment will be made therefor.

The contract price paid per meter for temporary traffic stripe (tape) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying, maintaining and removing temporary traffic stripe tape, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.19 TEMPORARY FLASHING BEACON AND LIGHTING SYSTEM

The temporary flashing beacon and lighting system shall consist of installing and maintaining temporary lighting and flashing beacons for storm damage repair in conformance with the details shown on the plan entitled "Flashing Beacon and Lighting (Temporary)," the provisions in "Maintaining Traffic" of these special provisions, the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications, and these special provisions.

The provisions in this section shall not relieve the Contractor from the responsibility to provide the additional devices or take the measures as may be necessary to conform to the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications.

The following materials and equipment for the temporary flashing beacon and lighting system will be furnished to the Contractor:

- A. Lamps for flashing beacons and sign lighting fixtures.

Other materials and equipment for a temporary flashing beacon and lighting system including, but not limited to, flashing beacons, mast arms, luminaires, wood poles, conductors, and hardware shall be furnished by the Contractor.

Materials and equipment to be used in the temporary flashing beacon and lighting system shall be either new or used suitable for the intended use.

Each flashing beacon face shall be oriented to be clearly visible to traffic approaching from the direction which the flashing beacon is intended to control.

OPERATION

Temporary flashing beacon system shall operate at nominal 120 VAC. Lighting shall operate at 240 VAC.

If components in the temporary flashing beacon and lighting system are damaged, displaced or cease to operate or function as specified, from any cause during the progress of the work, the Contractor shall immediately repair the components to the original condition or replace the components and shall restore the components to the original location. Components shall include signs and flashing beacons.

CONDUCTORS AND WIRING

Conductors shall be the types specified in Section 86-2.08, "Conductors," of the Standard Specifications or shall be Type UF cable of the size and number of conductors shown on the plans. Minimum conductor size shall be No. 12.

Conductors to be placed outside of paved areas shall be placed by one of the following methods:

- A. Placed in conduit. If Type 1 or Type 2 conduit is used, minimum depth shall be 300 mm. If Type 3 conduit is used, the minimum depth shall be 450 mm.
- B. Suspended from wood poles with a minimum clearance at any point of 3 m. Conductors on the pole within 3 m above ground shall be enclosed in a Type 3 or Type 4 conduit.

Conductors to be placed across structures shall be placed in a Type 1, Type 2 or Type 3 conduit. The conduit shall be installed on the outside face of the railing and secured by a method determined by the Engineer.

Conductors shall not be spliced except in pull boxes or in NEMA Type 3R enclosures.

BONDING AND GROUNDING

Flashing beacons and standards with metal bases shall be mechanically and electrically secure to form a continuous system effectively grounded by the grounding conductor.

SERVICE

Obtain commercial power from an existing utility company.

COMMERCIAL POWER

Commercial power shall be 120/240 VAC. Power sources shall be protected in locked enclosures. The Engineer shall be provided with keys to all locks.

Power shall not be obtained from private parties, other than a direct connection to a utility company service point.

Electrical power shall not be used from existing highway facilities, except when approved in writing by the Engineer.

The Engineer shall make arrangements with the utility company for providing service.

Commercial electrical power is available at the work site.

SALVAGING SIGNAL SYSTEM

All materials and equipment shall become the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Materials Outside the Highway Right of Way," of the Standard Specifications. Pole holes shall be backfilled.

PAYMENT

The contract lump sum price paid for temporary flashing beacon and lighting system shall include full compensation for furnishing all labor, materials (except State-furnished materials), tools, equipment, and incidentals, and for doing all the work involved in installing, maintaining, and removing the temporary lighting, and flashing beacon system, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.20 TEMPORARY RAILING

Temporary railing (Type K) shall be placed as shown on the plans, as specified in the Standard Specifications or these special provisions or where ordered by the Engineer and shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Reflectors on temporary railing (Type K) shall conform to the provisions in "Approved Traffic Products" of these special provisions.

Temporary railing (Type K) shall conform to the details shown on Standard Plan T3. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Attention is directed to "Public Safety" and "Order of Work" of these special provisions.

Temporary railing (Type K) placed in conformance with the provisions in "Public Safety" of these special provisions will be neither measured nor paid for.

10-1.21 CHANNELIZER

Channelizers shall conform to the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Channelizers shall conform to the provisions in "Approved Traffic Products" of these special provisions.

When no longer required for the work as determined by the Engineer, channelizers and underlying adhesive used to cement the channelizer bases to the pavement shall be removed. Removed channelizers and adhesive shall become the property of the Contractor and shall be removed from the site of work.

10-1.22 TEMPORARY CRASH CUSHION MODULE

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

GENERAL

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

MATERIALS

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
 - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
 - 1.. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
 - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
 - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
 - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

INSTALLATION

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

MEASUREMENT AND PAYMENT

Temporary crash cushion modules will be measured by the unit as determined from the actual count of modules used in the work or ordered by the Engineer at each location. Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions and modules placed in excess of the number specified or shown will not be measured nor paid for.

Repairing modules damaged by public traffic will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Modules damaged beyond repair by public traffic, when ordered by the Engineer, shall be removed and replaced immediately by the Contractor. Modules replaced due to damage by public traffic will be measured and paid for as temporary crash cushion module.

If the Engineer orders a lateral move of the sand filled temporary crash cushions and the repositioning is not shown on the plans, moving the sand filled temporary crash cushion will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications and these temporary crash cushion modules will not be counted for payment in the new position.

The contract unit price paid for temporary crash cushion module shall include full compensation for furnishing all labor, materials (including sand, pallets or frames and marker panels), tools, equipment, and incidentals, and for doing all the work involved in furnishing, installing, maintaining, moving, and resetting during a work period for access to the work, and removing from the site of the work when no longer required (including those damaged by public traffic) sand filled temporary crash cushion modules, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.23 EXISTING HIGHWAY FACILITIES

The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

REMOVE PAVEMENT MARKER

Existing pavement markers, including underlying adhesive, when no longer required for traffic lane delineation as determined by the Engineer, shall be removed and disposed of.

REMOVE DELINEATOR

Existing delineators, where shown on the plans to be removed, shall be removed and disposed of.

REMOVE TRAFFIC STRIPE AND PAVEMENT MARKING

Traffic stripes and pavement markings to be removed shall be removed at the locations shown on the plans and at the locations designated by the Engineer.

Yellow thermoplastic traffic stripes and pavement markings may contain lead and chromium. Residue produced when yellow thermoplastic are removed may contain heavy metals in concentrations that exceed hazardous waste thresholds established by the California Code of Regulations and may produce toxic fumes when heated.

The removed yellow thermoplastic material shall be disposed of at a Class 1 disposal facility in conformance with the requirements of the disposal facility operator within 90 days after accumulating 100 kg of residue and dust. The Contractor shall make all arrangements with the operator of the disposal facility and perform all testing of the yellow thermoplastic residue required by the operator. The Contractor shall submit the name and location of the facility along with testing requirements to the Engineer not less than 21 days prior to removal of yellow thermoplastic traffic stripes and pavement markings.

The Contractor shall submit the written compliance programs required in Subsection (e)(2), "Compliance Program," of Section 1532.1, "Lead," of the Construction Safety Orders to the Engineer not less than 21 days prior to start of removal operations. The compliance programs shall be prepared by an industrial hygienist certified by the American Board of Industrial Hygiene and shall cover all Contractor or subcontractor employees removing or handling the yellow thermoplastic residue. Inspection reports shall be made in conformance with Section 1532.1, "Lead," and shall be submitted to the Engineer.

Prior to performing any removal, personnel who have no prior lead training, including State personnel, shall complete a safety training class provided by the Contractor, which meets the requirements of Title 8, Section 1532.1. The number of State personnel to be trained shall be 2.

Where grinding or other methods approved by the Engineer are used to remove yellow thermoplastic traffic stripes and pavement markings, the residue, including dust, shall be contained and collected immediately. Sweeping will not be allowed. Collection shall be by HEPA vacuum attachment operated concurrently, or other equally

effective method, with removal operations. The Contractor shall submit a removal, storage, and disposal workplan in writing to the Engineer for approval not less than 21 days prior to start of removal operations.

The collected residue shall be stored in properly labeled and covered containers approved by the United States Department of Transportation for transportation and temporary storage. The containers shall be handled in such a manner that no spillage will occur. The containers shall be stored in a secured enclosure at a location within the project limits approved by the Engineer while awaiting test results required by the operators of the disposal facility.

Contractors attention is directed to the Storm Water specifications contained in these special provisions.

Removed yellow thermoplastic material will remain the property of the State.

The removed material shall be transported to the Class 1 disposal facility by a transporter currently registered with the California Department of Toxic Substances Control using current manifesting procedures. The Engineer will obtain the United States Environmental Protection Agency Identification Number and sign all manifests as the generator. The California Board of Equalization Number (State's Generator ID) for this project is HY HQ 36-020676.

The Contractor shall assume that the yellow thermoplastic residue is not regulated under the Federal Resource Conservation and Recovery Act (RCRA). Additional disposal costs for residue regulated under RCRA, as determined by test results, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Except as otherwise provided above for possible additional costs to be paid for as extra work, full compensation for submitting the required compliance programs, providing safety training for Contractor and State personnel, making arrangements with the Class 1 disposal facility operator, providing for the temporary storage of the residue within a secured area, testing the residue as required by the disposal facility operator, transportation of the residue to the Class 1 disposal facility, and disposal of the residue, all as specified herein, shall be considered as included in the contract prices paid per meter for remove thermoplastic traffic stripe and no additional compensation will be allowed therefor.

Nothing in these special provisions shall relieve the Contractor from the Contractor's responsibilities as provided in Section 7-1.09, "Public Safety," of the Standard Specifications.

REMOVE PIPE

Existing corrugated plastic pipe and corrugated steel pipe down drain and entrance taper, where shown on the plans to be removed, shall be completely removed and disposed of.

REMOVE ASPHALT CONCRETE DIKE

Existing asphalt concrete dike, where shown on the plans to be removed, shall be removed.

Prior to removing the dike, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The dike shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The dike shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

REMOVE ASPHALT CONCRETE BERM

Existing asphalt concrete berm, where shown on the plans to be removed, shall be removed.

Prior to removing the berm, the outside edge of the asphalt concrete to remain in place shall be cut on a neat line to a minimum depth of 50 mm.

The berm shall be removed in such a manner that the surfacing which is to remain in place is not damaged.

The berm shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications.

RECONSTRUCT METAL BEAM GUARD RAILING

Existing metal beam guard railing, where shown on the plans to be reconstructed, shall be reconstructed.

Attention is directed to "Order of Work" of these special provisions regarding the reconstruction of metal beam guard railing at those locations exposed to public traffic.

Cable anchor assemblies or terminal anchor assemblies, including concrete anchors and steel foundation tubes, shall be completely removed and disposed of.

New posts, blocks, and hardware shall be furnished and used to reconstruct metal beam guard railing. New posts and blocks shall conform to the provisions in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

Posts, blocks, and other components of the removed metal beam guard railing, including terminal sections, that are not used in the reconstruction work shall be disposed of.

Full compensation for furnishing and installing new posts, blocks, and hardware; for connecting reconstructed metal beam guard railing to existing structures, other flat concrete surfaces or terminal systems; and for removing and disposing of anchor assemblies shall be considered as included in the contract price paid per meter for reconstruct metal beam guard railing and no separate payment will be made therefor.

Terminal System (Type SRT) for connection to reconstructed metal beam guard railing will be measured and paid for separately in conformance with the provisions in "Terminal System (Type SRT)" of these special provisions.

10-1.24 CLEARING AND GRUBBING

Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Standard Specifications and these special provisions.

Vegetation shall be cleared and grubbed only within the excavation and embankment slope lines, and within the limits of the proposed staging area as shown on the plans and as directed by the Engineer. The limits of the staging area shall be marked in the field by the Engineer prior to clearing and grubbing work within the staging area.

At locations where there is no grading adjacent to a bridge or other structure, clearing and grubbing of vegetation shall be limited to 1.5 m outside the physical limits of the bridge or structure.

Existing vegetation outside the areas to be cleared and grubbed shall be protected from injury or damage resulting from the Contractor's operations.

Activities controlled by the Contractor, except cleanup or other required work, shall be confined within the graded areas of the roadway.

Nothing herein shall be construed as relieving the Contractor of the Contractor's responsibility for final cleanup of the highway as provided in Section 4-1.02, "Final Cleaning Up," of the Standard Specifications.

10-1.25 EARTHWORK

Earthwork shall conform to the provisions in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

The land west of the planned wall construction is eroding and caution shall be used when working in this vicinity.

The Contractor shall coordinate the work for roadway excavation, structure excavation and retaining wall construction. The Contractor shall not perform general roadway excavation in the vicinity of the wall that will affect the foundation materials behind the excavation face until wall construction starts.

The Contractor may coordinate removing materials from roadway excavation and structure excavation and place it for working pads or working benches for excavation, or tieback work.

Surplus excavated material shall become the property of the Contractor and shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

The portion of imported borrow placed within 1.5 m of the finished grade shall have a Resistance (R-Value) of not less than 15.

SOLDIER PILE WALL EARTHWORK

General

Cross sections of the site in the vicinity of the soldier pile wall are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

The Contractor shall submit to the Engineer working drawings and a construction sequence for the proposed method of soldier pile wall construction for the site. The drawings shall conform to the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications. The drawings shall be signed by an engineer who is registered as a Civil Engineer in the State of California. One set of the drawings and construction sequence, and one copy of the design calculations, shall be furnished to the Engineer. The working drawings and construction sequence shall include, but not be limited to, defining order of work, traffic control, method of installation of soldier piles, method of placing lagging, limits of roadway and structure excavation lifts, and type of drilling and excavation equipment to be used. The Contractor shall allow one week after complete drawings and all support data are submitted for the review and approval of the proposed method of soldier pile wall construction.

Should the Engineer fail to complete the review and approval within the time allowance and if, in the opinion of the Engineer, the Contractor's controlling operation is delayed or interfered with by reason of the delay in working drawings and construction sequence plan review and approval for the soldier pile wall, the delay will be considered a right of way delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays" of the Standard Specifications.

Structure Excavation (Soldier Pile Wall)

Excavation and construction of the soldier wall shall proceed from the top down in lifts.

Care shall be taken in performing structure excavation (soldier pile wall) for placement of lagging such that a minimal void behind the lagging is required to be backfilled.

Excavation in front of the wall shall not extend more than 900 mm below the level of the tiebacks.

At the end of the work shift, lagging shall be in place the full height of the exposed excavation face.

Structure Backfill (Soldier Pile Wall)

Material for structure backfill behind lagging shall conform to the provisions in Section 19-3, "Structure Excavation and Backfill," of the Standard Specifications. Structure backfill behind lagging shall be compacted by hand tamping, mechanical compaction or other means approved by the Engineer.

Structure backfill in fill areas behind the lagging shall be keyed into the existing or excavated back slope.

Backfill behind the lagging shall be in place and compacted to at least 2 meters above the level of the tiebacks prior to drilling for the tiebacks. The remainder of the backfill behind the lagging shall be placed and compacted after tiebacks are drilled, stressed and grouted.

Lean Concrete Backfill

Lean concrete backfill shall conform to the provisions for slurry cement backfill in Section 19-3.062, "Slurry Cement Backfill," of the Standard Specifications, except that aggregate shall be sand suitable for making commercial quality concrete.

Lean concrete backfill in the portions of the drilled holes occupied by lagging and in front of the soldier pile flanges shall be removed as necessary to install lagging.

Concrete Backfill

Concrete backfill encasing the steel soldier piles below the lagging shall be Class 3 concrete conforming to the provisions in Section 90, "Portland Cement Concrete," of the Standard Specifications and these special provisions.

MEASUREMENT AND PAYMENT (EARTHWORK)

Measurement and payment for earthwork shall conform to all provisions for "Measurement" and "Payment" in Section 19, "Earthwork," of the Standard Specifications and these special provisions.

Lean concrete backfill will be measured and paid for by the cubic meter as lean concrete backfill in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

Concrete backfill encasing steel soldier piles below the lagging will be measured and paid for by the cubic meter as Class 3 concrete backfill in the same manner specified for structure backfill in Section 19-3.07, "Measurement," and Section 19-3.08, "Payment," of the Standard Specifications.

Full compensation for removing lean concrete backfill shall be considered as included in the contract price paid per cubic meter for structure excavation (soldier pile wall) and no additional compensation will be allowed therefor.

Full compensation for working drawings and construction sequence, and temporary supports and shoring, if required, for soldier pile wall construction shall be considered as included in the contract price paid per cubic meter for structure excavation (soldier pile wall) and no additional compensation will be allowed therefor.

10-1.26 PERIMETER CONFINEMENT BARRIER (EROSION CONTROL)

Perimeter confinement (Erosion Control) shall conform to the details shown on the plans, the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Perimeter Confinement Barrier shall consist of installing a linear perimeter barrier of wire mesh and anchors as shown on the plans. The barrier shall be installed following clearing and grubbing work and prior to any earthwork associated with construction of the soldier pile wall. The barrier shall be located at the limit of clearing and grubbing. The exact location of the barrier shall be marked in the field by the Engineer.

The barrier shall be placed on the slope with the longitudinal joints parallel to the slope contour lines. The slope section of the perimeter confinement barrier shall be flush with the surface and secured with slope anchors and metal anchor plates. All segments of the confinement structure shall be butted snugly against adjacent segments and attached with steel rings 152 mm apart along the entire length of the seam.

At the completion of earthwork activities, all native material confined by the barrier shall be compacted as provided for in 'Earthwork' of these special provisions. Following compaction of slope surfaces, erosion control materials shall be installed and applied as specified elsewhere in these special provisions.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and the following:

Welded Wire Fabric

Welded wire fabric shall conform to the specifications of ASTM Designation A185 and the following:

Properties	
ASTM A975/97, Metal mesh type	6x8
ASTM A641, wire mesh dia. (nom)	2.2mm
ASTM A975/97, wire mesh opening	64x83mm
ASTM A641, wire tensile strength	38-50 kg/mm ²
nominal roll size (mesh)	2m (width) x 25m (length)
roll weight (mesh)	94kg

Welded wire fabric shall be furnished coated uniformly with a corrosion resistant material.

Erosion Control Netting

Erosion control netting shall conform to the specifications for erosion control netting in these special provisions. Erosion control netting shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM 3776C Weight	400 grams/sq. mtr.
Roll Width (minimum)	2 m
Open Area (maximum)	40%
D4595-86 Minimum tensile Strength	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

Metal Bracing

Metal bracing shall consist of reinforcing bar conforming to the provisions in Section 52-1.02A, "Bar Reinforcement," of the Standard Specifications., reinforcing bar shall be a nominal 9.5 mm diameter metal bar, straight and true. Reinforcing bar shall be furnished coated uniformly with a corrosion resistant material.

Metal Posts

Posts shall be 1.5 m long (min.), 15.8 mm diameter reinforcing bar. Posts shall be spaced and installed as shown on the plans. Galvanizing of posts shall not be required. Posts shall be furnished coated uniformly with a corrosion resistant material.

Braided Steel Wire

Three (3) strand braided baling wire shall be used to connect slope anchors to steel support stakes. Braided steel wire shall be furnished coated uniformly with a corrosion resistant material.

Slope Anchors

Slope anchors shall consist of a manufactured metal anchor rod with a diameter of 11 mm and an overall length of 381 mm or 457 mm. The top of the anchor shall have an eye ring opening with an inside diameter of 25.4 mm. The bottom of the anchor shall have a circular helix with a diameter of 101.6 mm. The anchors shall be furnished coated uniformly with a corrosion resistant material.

Staples

Staples for erosion control netting shall be made of 11-gage minimum steel wire and shall be U-shaped with 203 mm legs and 25 mm crown.

INSTALLATION

Perimeter confinement barrier shall be constructed and installed as shown on the plans and as follows:

- A. Welded wire fabric shall be connected at the longitudinal edges of abutting sections (slope portion and confinement portion) by cutting the fabric and wrapping the remaining portions along the longitudinal edges to create a hinge joint. Steel rings (hog rings) may be used to attach the longitudinal edges in lieu of cutting and wrapping the fabric. If hog rings are used, rings should be attached 152mm on center along the entire longitudinal edge of the abutting sections to create a hinge joint.
- B. Structural reinforcement of the confinement portion shall consist of weaving metal bracing (reinforcing bar) through the openings of the confinement portion. One piece of reinforcing bar shall be woven along the top edge of the confinement portion. A second piece of reinforcing bar shall be woven through the confinement portion at the midpoint between the top edge and the hinge joint with the slope portion of wire fabric. The inside of the confinement portion shall be lined w/ erosion control blanket and attached to the face of the wire mesh.
- C. The attached sections shall be placed onto the slope with the slope portion on the ground surface. Raise the confinement portion and support with metal posts. The angle of the confinement portion shall be no greater than 45 degrees. Slope anchors shall be installed along the slope portion placed on the ground surface. Openings through the slope portion may be required to pass the helix of the slope anchor prior to threading the anchor into the slope face. Install anchoring plates over the shaft of the anchor prior to completely threading the anchor to secure the plate and welded wire fabric flush with the ground surface. Connect the slope anchors to the metal posts with braided baling wire.

MEASUREMENT AND PAYMENT

The quantity of Perimeter Confinement Barrier (Erosion Control) to be paid for will be determined by the meter from actual measurements, the measurements to be made parallel with the ground slope along the line of the completed confinement barrier.

The contract price paid per meter for Perimeter confinement barrier (Erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing Perimeter Confinement Barrier (Erosion Control), complete in place, including maintenance as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.27 EROSION CONTROL (TYPE D)

Erosion control (Type D) shall conform to the provisions in Section 20-3, "Erosion Control," of the Standard Specifications and these special provisions.

Erosion control (Type D) work shall consist of applying erosion control materials to embankment and excavation slopes and other areas disturbed by construction activities. Erosion control (Type D) shall be applied during the period starting September 1 and ending December 31; or, if the slope on which the erosion control is to be placed is finished during the winter season as specified in "Water Pollution Control" of these special provisions, the erosion control shall be applied immediately; or, if the slope on which the erosion control is to be placed is finished outside both specified periods and the contract work will be completed before September 1, the erosion control shall be applied as a last item of work.

Prior to installing erosion control materials, soil surface preparation shall conform to the provisions in Section 19-2.05, "Slopes," of the Standard Specifications, except that rills and gullies exceeding 50 mm in depth or width shall be leveled. Vegetative growth, temporary erosion control materials and other debris shall be removed from areas to receive erosion control.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Seed

Seed shall conform to the provisions in Section 20-2.10, "Seed," of the Standard Specifications. Individual seed species shall be measured and mixed in the presence of the Engineer.

Seed shall be delivered to the project site in unopened separate containers with the seed tag attached. Containers without a seed tag attached will not be accepted.

A sample of approximately 30 g of seed will be taken from each seed container by the Engineer.

Legume Seed

Legume seed shall be pellet-inoculated or industrial-inoculated and shall conform to the following:

- A. Inoculated seed shall be inoculated in conformance with the provisions in Section 20-2.10, "Seed," of the Standard Specifications.
- B. Inoculated seed shall have a calcium carbonate coating.
- C. Industrial-inoculated seed shall be inoculated with Rhizobia and coated using an industrial process by a manufacturer whose principal business is seed coating and seed inoculation.
- D. Industrial-inoculated seed shall be sown within 180 calendar days after inoculation.
- E. Legume seed shall consist of the following:

LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Lupinus nanus (Sky Lupine)	60	4.0
Lotus purshianus (Purshings Lotus)	60	4.0

Non-Legume Seed

Non-legume seed shall consist of the following:

NON-LEGUME SEED

Botanical Name (Common Name)	Percent Germination (Minimum)	Kilograms Pure Live Seed Per Hectare (Slope Measurement)
Achillea millefolia (White Yarrow)	50	1.0
Eschscholzia californica (California Poppy)	50	2.0
Hordeum brachyantherum (Meadow Barley)	50	15.0
Festuca rubra 'Molate' (Molate Red Fescue)	60	15.0
Elymus glaucus 'Berkeley' (Blue Wildrye)	60	15.0
Vulpia microstachys (Three Weeks Fescue)	60	4.0

Straw

Straw shall conform to the provisions in Section 20-2.06, "Straw," of the Standard Specifications and these special provisions.

Straw shall be derived from rice.

Compost

Compost shall be derived from green material consisting of chipped, shredded or ground vegetation or clean processed recycled wood products or a Class A, exceptional quality biosolids composts, as required by the United States Environmental Protection Agency (EPA), 40 CFR, Part 503c regulations or a combination of green material and biosolids compost. The compost shall be processed or completed to reduce weed seeds, pathogens and deleterious material, and shall not contain paint, petroleum products, herbicides, fungicides or other chemical residues that would be harmful to plant or animal life. Other deleterious material, plastic, glass, metal or rocks shall not exceed 0.1 percent by weight or volume. A minimum internal temperature of 57°C shall be maintained for at least 15 continuous days during the composting process. The compost shall be thoroughly turned a minimum of 5 times during the composting process and shall go through a minimum 90-day curing period after the 15-day thermophilic compost process has been completed. Compost shall be screened through a maximum 6 mm screen. The moisture content of the compost shall not exceed 35 percent. Moisture content shall be determined by California Test 226. Compost products with a higher moisture content may be used provided the weight of the compost is increased to equal the compost with a moisture content of 35 percent. Compost will be tested for maturity and stability with a solvita test kit. The compost shall measure a minimum of 6 on the maturity and stability scale.

Stabilizing Emulsion

Stabilizing emulsion shall conform to the provisions in Section 20-2.11, "Stabilizing Emulsion," of the Standard Specifications and these special provisions. Stabilizing emulsion shall be nonflammable and shall have an effective life of at least one year.

Stabilizing emulsion shall be in a dry powder form, may be reemulsifiable, and shall be a processed organic adhesive derivative of *Plantago insularis* used as a soil tackifier.

APPLICATION

Erosion control materials shall be applied in 3 separate applications in the following sequence:

- A. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment within 30 minutes after the seed has been added to the mixture:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	310
Compost	940
Legume Seed	8.0
Non- Legume Seed	52.0

- B. Straw shall be applied at the rate of 4.0 tonnes per hectare based on slope measurements. Incorporation of straw will not be required.
- C. The following mixture in the proportions indicated shall be applied with hydro-seeding equipment:

Material	Kilograms Per Hectare (Slope Measurement)
Fiber	310
Compost	940
Stabilizing Emulsion (Solids)	140

- D. The ratio of total water to total stabilizing emulsion in the mixture shall be as recommended by the manufacturer.

Once straw work is started in an area, stabilizing emulsion applications shall be completed in that area on the same working day.

The proportions of erosion control materials may be changed by the Engineer to meet field conditions.

MEASUREMENT AND PAYMENT

The contract price paid per kilogram for compost (erosion control) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in applying compost for erosion control, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.28 TEE DISSIPATOR PROTECTION

Tee dissipator work shall consist of installing tee dissipators, including obtaining, transporting and installing willow cuttings and erosion control blanket.

Tee dissipator protection shall be installed and maintained as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

MATERIALS

Materials shall conform to the provisions in Section 20-2, "Materials," of the Standard Specifications and these special provisions.

Erosion Control Blanket

Erosion control blanket shall consist of straw and coconut or wood excelsior blanket secured in place with wire staples and shall conform to one of the following:

- A. Excelsior blanket material shall consist of machine produced mats of curled wood excelsior with 80 percent of the fiber 150 mm or longer. The erosion control blanket shall be of consistent thickness and the wood fiber shall be evenly distributed over the entire area of the blanket. The top surface of the blanket shall be covered with a photo-degradable extruded plastic mesh. The blanket shall be smolder resistant without the use of chemical additives and shall be non-toxic and non-injurious to plant and animal life. Erosion control blanket shall be furnished in rolled strips, 1220 mm \pm 25 mm in width, and shall have an average mass of 0.5-kg/m² \pm 10 percent at the time of manufacture.
- B. Erosion control blanket shall consist of 100 percent spun coir fiber and shall conform to the following:

Properties	
ASTM 3776C Weight	400 g/m ²
Roll Width (minimum)	2 m
Area/roll (minimum)	200 m ²
Open Area (maximum)	63-70%
D4595-86 Minimum tensile Strength	0.23/0.14 KN (dry) 0.17/0.11 KN (wet)

- C. Straw and coconut blanket shall be machine produced mats of straw and coconut with a light weight photo-degradable netting on top. The straw and coconut shall adhered to the netting with biodegradable thread or glue strip. The straw and coconut erosion control blanket shall be of consistent thickness with the straw and coconut evenly distributed over the entire area of the blanket. Straw and coconut erosion control blanket shall be furnished in rolled strips with a minimum width of 1.8 meters, minimum length of 20 meters (\pm 1 meter) and a minimum weight of 0.27-kg/m².
- D. Staples for erosion control blankets shall be made of 11-gage minimum steel wire and shall be U-shaped with 150-mm legs and 25-mm crown or 200-mm legs and 50-mm crown.

Willow Cuttings

- A. Willow cuttings shall conform to "Willow Cuttings (Plant Group W)" of these special provisions.

INSTALLATION

The bedding area shall be excavated and cleared of obstructions including, but not limited to, rocks, clods, and mulch prior to installation of the erosion control blanket. The edges of the erosion control blanket shall be keyed into trenches, stapled, backfilled, and tamped. Excess soil from excavation of the key trenches shall be evenly dispersed over the bedding area prior to installation of the blanket.

Willow cuttings shall be planted within the limits of the erosion control blanket in a staggered grid formation at 1.0 meters on center, as shown on the plans. Installation of willow cuttings shall conform to "Willow Cuttings (Plant Group W)" of these special provisions.

MEASUREMENT AND PAYMENT

The quantity of tee dissipator protection to be paid for will be determined from actual measurement of tee dissipator protected conforming to the details shown on the plans

The contract unit price paid for tee dissipator shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing tee dissipators, complete in place, including furnishing and providing willow cuttings and erosion control blanket, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.29 WILLOW CUTTINGS (PLANT GROUP W)

Willow cutting work shall consist of obtaining, transporting and planting willow cuttings in conformance with the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions. Attention is directed to "Tee Dissipator Protection" of these special provisions for additional information.

Willow cuttings shall not be planted before October 1st and after March 1st and until the soil is moist to a minimum depth of 200 mm, unless otherwise permitted, in writing, by the Engineer.

Prior to planting, an area 600 mm in diameter shall be cleared of weed growth at each proposed plant (willow cutting) location. Pesticides shall not be used for weed control within the 600 mm diameter area.

The Contractor shall notify the Engineer, in writing, at least 10 working days prior to gathering willow cuttings. The cuttings shall be taken only from the areas shown on the plans or other adjacent areas designated by the Engineer.

Willow cuttings shall be taken at random from healthy, vigorous plants. Not more than 50 percent of the plants in a designated area shall be cut. Not more than 25 percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools.

Willow cuttings shall be reasonably straight, 400 mm to 500 mm in length, and 20 mm to 40 mm in diameter at the base of the cutting. The top of each willow cutting shall be cut square above a leaf bud, and the base of each willow cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Willow cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated willow cutting areas so that no areas are left unsightly.

Willow cuttings shall be planted within 48 hours after cutting and shall be kept wet until planted. Willow cuttings not planted within 48 hours after cutting, or allowed to dry out, shall not be used. Willow cuttings not used shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

A root stimulant shall be applied to the willow cuttings immediately prior to planting. The stimulant shall be applied in conformance with the printed instructions of the root stimulant manufacturer. A copy of the instructions shall be furnished to the Engineer prior to applying the stimulant.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger or similar tools. Plant holes shall be large enough to receive the willow cuttings in order that the willow cuttings may be planted to the proper depths without damage to the bark. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled.

If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the willow cuttings are planted.

Commercial fertilizer (tablet) shall be a slow release type, shall be 21-g size tablets weighing $21 \text{ g} \pm 1 \text{ g}$ each, and shall have the following guaranteed chemical analysis:

Ingredient	Percentage
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

One 21-g size commercial fertilizer tablet shall be placed at the bottom of each planting hole and covered with a minimum of 50 mm of soil before planting the willow cutting.

At the option of the Contractor, two 10.5-g size tablets may be used in place of each 21-g size tablet specified herein. Regardless of the tablet size used, each tablet shall be the slow release type and shall have the same

guaranteed chemical analysis as specified for the 21-g size tablets. Each 10.5-g size tablet shall weigh $10.5 \text{ g} \pm 0.5\text{-g}$.

The base of willow cuttings shall be planted from 300 mm to 400 mm deep (approximately one-half the willow cutting's length) and shall have from 3 to 5 bud scars exposed above the plant hole. Cuttings with more than 5 bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the willow cutting's bark. Compaction shall be adequate to prevent the willow cutting from being easily removed from the soil.

Cuttings shall be watered and maintained in a healthy condition from the time the cuttings are planted until acceptance of the contract. Cuttings that die shall be replaced at the Contractor's expense. The method of planting replacement cuttings shall be as specified in this section for willow cuttings.

The quantity of willow cuttings will be measured as units determined from actual count in place, excluding additional willow cuttings required for replacement cuttings.

Full compensation for obtaining and transporting willow cuttings, preparing planting holes, furnishing and placing fertilizer tablets, applying root stimulant, and for watering and maintaining willow cuttings shall be considered as included in the contract unit price paid for Tee Dissipator Protection, and no additional compensation will be allowed therefor.

10-1.30 TOPSOIL

Topsoil shall be obtained from sources within the limits of excavation and in conformance with the provisions in Section 19-2.07, "Selected Material," and Section 20-2.01, "Topsoil," of the Standard Specifications and these special provisions. Topsoil work shall consist of excavating, windrowing or stockpiling, removing from windrows or stockpiles, spreading, and compacting topsoil as shown on the plans or as designated by the Engineer.

Attention is directed to "Clearing and Grubbing" of these special provisions regarding the clearing of vegetation. Excavating topsoil shall not be performed in an area until clearing and grubbing has been completed in that area.

Topsoil shall be obtained by excavating the top 75 mm of material from proposed excavation and embankment areas and other areas shown on the plans or designated by the Engineer. Topsoil shall be stockpiled at other locations as directed by the Engineer. Rocks and plant material in excess of 50 mm in greatest dimension shall be removed from the excavated topsoil.

Upon completion of the grading operations for the excavation and embankment slopes and other areas to receive topsoil, the topsoil shall be spread to a uniform depth of not less than 50 mm and compacted or stabilized in a manner that retains the material in place on the slopes. The topsoil shall not be compacted or stabilized to the degree that the topsoil is not maintained as a viable growing medium.

Attention is directed to "Erosion Control" of these special provisions regarding the application of erosion control materials. Topsoil shall be placed on the designated areas before erosion control is applied.

10-1.31 ASPHALT CONCRETE

Asphalt concrete shall be Type A and shall conform to the provisions in Section 39, "Asphalt Concrete," of the Standard Specifications and these special provisions.

Asphalt concrete shall be produced from commercial quality asphalt and aggregates. The spreading and compacting provisions in Section 39-6.02, "Spreading," and Section 39-6.03, "Compacting," of the Standard Specifications will not apply.

The asphalt concrete shall conform to the following requirements:

- A. Asphalt concrete shall be produced at a central mixing plant.
- B. Aggregate shall conform to the 19 mm Maximum, medium grading conforming to the provisions in Section 39-2.02, "Aggregate," of the Standard Specifications.
- C. The amount of asphalt binder to be mixed with the aggregate shall be between 4 percent and 7 percent by mass of the dry aggregate as determined by the Engineer. The fifth through eighth paragraphs in Section 39-3.03, "Proportioning," of the Standard Specifications shall not apply.
- D. Spreading and compacting shall be performed by methods that will produce an asphalt concrete surfacing of uniform smoothness, texture, and density.
- E. Compaction shall be performed with a tandem roller weighing not less than 7.2 tonnes.
- F. The finished surface shall meet the straightedge provisions in Section 39-6.03, "Compacting," of the Standard Specifications.

The miscellaneous areas to be paid for at the contract price per square meter for place asphalt concrete (miscellaneous area), in addition to the prices paid for the materials involved, shall be limited to the areas listed on the plans.

Aggregate for asphalt concrete dikes shall be in conformance with the provisions for 9.5-mm Maximum grading in Section 39-2.02, "Aggregate," of the Standard Specifications.

If the Contractor selects the batch mixing method, asphalt concrete shall be produced by the automatic batch mixing method in conformance with the provisions in Section 39-3.03A(2), "Automatic Proportioning," of the Standard Specifications.

10-1.32 PILING

GENERAL

Piling shall conform to the provisions in Section 49, "Piling," of the Standard Specifications, and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor as provided for in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Attention is directed to "Welding Quality Control" of these special provisions.

STEEL SOLDIER PILING

This storm drainage repair work at Tunitas Creek shall consist of furnishing and installing steel piling; cleaning and preparing portions of the pile for splicing; splicing steel piles; securing the piling prior to and during concrete encasement; shaping the tops of the piles; cleaning and preparing portions of the pile for welding concrete anchors; and furnishing, cleaning and welding concrete anchors to piling in accordance with the details shown on the plans, and these special provisions.

Materials

Concrete anchors shall conform to the provisions for stud connectors in Section 55, "Steel Structures," of the Standard Specifications and these special provisions.

Stud connectors shall be Type B as defined in AWS D1.5, Section 7.

The Contractor shall use the same pile grade, and pile type for the entire length of the wall.

Pile anchors shall conform to the details shown on the plans and shall be epoxy-coated reinforcement as specified in "Epoxy-Coated Reinforcement" of these special provisions.

Substitutions

At the option of the Contractor, structural shape steel piling of HP or W sections conforming to the provisions in Section 49, "Piling," of the Standard Specifications and the following requirements may be substituted for the steel soldier piling shown on the plans:

A. Section modulus equal to or greater than $2.47 \times 10^6 \text{ mm}^3$

Fy=250 MPa or greater

The pile length will remain the same as for the piles shown on the plans.

Construction

Steel soldier piles shall be placed in a drilled hole and shall be plumbed and aligned before placing concrete backfill and lean concrete backfill. Alignment shall be maintained while placing backfill material in the drilled holes.

Cleaning and preparing the pile shall be performed in heat affected areas before splicing steel piles or welding stud type shear connectors.

MEASUREMENT AND PAYMENT (PILING)

Measurement and payment for the various types and classes of piles shall conform to the provisions in Sections 49-6.01, "Measurement," and 49-6.02, "Payment," of the Standard Specifications and these special provisions.

The contract price paid per meter for steel soldier piling for storm damage repair at Tunitas Creek of the type shown in the Engineer's Estimate shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing the steel piles at the site to the required penetration, including securing the piling to maintain accurate alignment prior to and during encasing the pile with concrete, shaping pile tops, cutting holes for pile anchors, cleaning and preparing heat affected areas of piles for splicing and welding concrete anchors to the piles, splicing steel piles, furnishing epoxy-coated pile anchors, and furnishing, cleaning, and welding concrete anchors to the piles as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

If alternative steel piling is substituted for the steel soldier piling shown on the plans, it will be measured and paid for as the steel soldier pile shown in the Engineer's Estimate. Full compensation for furnishing and placing the steel piles, splicing steel piles, or any other expense resulting from said substitution, shall be considered as included in the contract price paid per meter for steel soldier pile (HP 360 X 152) and no additional compensation will be allowed therefor.

10-1.33 DRILLED HOLES

Holes for steel soldier piles shall be drilled into natural foundation materials at the location shown on the plans and shall conform to the provisions in Section 49, "Piling," of the Standard Specifications and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Drilled holes shall be accurately located and shall be straight and true. When the piles are plumbed and aligned, the steel piles shall be at least 25 mm clear of the sides of the hole for the full length of the hole to be filled with concrete backfill and lean concrete backfill. Holes which do not provide the clearance around steel piles shall be reamed or enlarged at the Contractor's expense.

Temporary casings or tremie seals shall be furnished and placed where necessary to control water or to prevent caving of the hole.

Difficult drilling is anticipated due to the presence of high ground water.

Loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed before placing the pile.

Materials resulting from drilling holes shall remain the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Drilling mud or chemical stabilizers shall not be used. Surface water shall not be permitted to enter the hole and all water in the hole shall be removed before placing concrete therein.

Casing, if used in drilling operations, shall be removed from the hole as concrete is placed therein. The bottom of the casing shall be maintained not more than 1500 mm nor less than 300 mm below the top of the concrete during casing withdrawal and concrete placing operations. Separation of the concrete during withdrawal operations shall be avoided by hammering or otherwise vibrating the casing. The methods used to withdraw temporary casings shall preclude contamination of the concrete and commingling of the soil and concrete or of any ground water and concrete.

If piles with larger diagonal dimensions are substituted for the piles shown on the plans, the Contractor shall, at his expense, ream or enlarge the drilled hole to provide a hole diameter at least 150 mm larger than the diagonal dimension of the pile.

The contract price paid per meter for drilled hole of the diameter shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drilling holes for soldier piles, including disposing of the material resulting from drilled holes, dewatering, casing holes and removing casing, and providing tremie seals, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.34 TIEBACK ANCHORS

Anchors for the storm damage repair at Tunitas Creek, consisting of holes drilled through timber lagging and into foundation material, grouted steel strands, and anchorage assemblies, and testing of installed anchors, shall conform to the details shown on the plans, the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications and these special provisions.

Foundation recommendations are included in the "Information Handout" available to the Contractor in conformance with the provisions in Section 2-1.03, "Examination of Plans, Specifications, Contract, and Site of Work," of the Standard Specifications.

Difficult tieback installation is anticipated due to the presence of the existing drainage gallery consisting of 36" diameter drainage wells and high ground water.

The Contractor shall determine the bond length necessary to meet acceptance criteria specified herein.

The submittal of reduced prints of corrected original tracings will not be required for tieback anchor installations.

In fabricating, handling, shipping, and placing tieback anchors, adequate care shall be taken to avoid damage to the sheathing. All damage to the sheathing caused by handling and fabrication prior to tieback anchor installation shall be repaired or replaced as determined by the Engineer. Repair procedure for the sheathing shall be included in the working drawings.

The time for review of the working drawings by the Engineer shall be proportional to the complexity of the work, but in no case shall the time be less than 5 working days.

Materials

Whenever "member" is referred to in Section 50, "Prestressing Concrete," of the Standard Specifications, it shall be considered to mean tieback anchor.

Structural steel for the tieback retaining wall shall conform to the provisions in Section 55, "Steel Structures," of the Standard Specifications and these special provisions. Structural steel shall consist of the anchorage assembly and the anchorage enclosure. The anchorage assembly and the anchorage enclosure shall be galvanized as indicated on the plans. The provisions of "Welding Quality Control" of these special provisions shall not apply to the anchorage enclosure or to the weld between the steel tube and the bearing plate of the anchorage assembly for tiebacks. Those provisions shall apply to all other welds of structural steel for tieback retaining walls.

Cleaning and painting structural steel for tieback retaining walls shall conform to the provisions in "Clean and Paint Steel Soldier Piling" of these special provisions.

The permanent bearing plate of the tieback anchor shall effectively distribute the design force (T), to the concrete, such that the concrete bearing stress does not exceed 11 MPa and the bending stress does not exceed $0.55 f_y$ for steel nor $0.36 f_y$ for cast steel or cast iron.

Grout shall conform to the provisions in Section 50-1.09, "Bonding and Grouting," of the Standard Specifications. Fine aggregate may be added to the grout mixture of portland cement and water used outside of the grouted sheathing in drilled holes which are 200 mm or greater in diameter, but only to the extent that the cement content of the grout is not less than 500 kg per cubic meter of grout. Fine aggregate, if used, shall conform to the provisions in Section 90-2, "Materials," and Section 90-3, "Aggregate Gradings," of the Standard Specifications.

The plastic sheathing for tieback anchors shall conform to the following: polyvinyl chloride (PVC) sheathing, high density polyethylene (HDPE) sheathing, and polypropylene sheathing.

Corrugated plastic sheathing shall be PVC or HDPE. The width of corrugations, the distance between corrugations, and the height of corrugations of corrugated plastic sheathing shall be approximately the same.

PVC sheathing may be used for smooth sheathing for corrugated sheathing. PVC sheathing shall conform to ASTM Designation: D 1784, Class 13464-B. Corrugated PVC sheathing shall have a nominal wall thickness of 1.0 mm. HDPE sheathing may be used for smooth sheathing for corrugated sheathing. HDPE sheathing shall have a density between 940 kg/m^3 and 960 kg/m^3 as measured in accordance with ASTM Designation: D 792, A-2. Corrugated HDPE sheathing shall have a nominal wall thickness of 1.5 mm for sheathing with an outside diameter of 75 mm or greater, and a nominal thickness of 1.0 mm for sheathing with an outside diameter less than 75 mm, with a tolerance of minus 0.25-mm.

HDPE sheathing may be used for the smooth sheathing encapsulating individual strands of strand type tendons. Smooth HDPE sheathing for encapsulating strands shall have a minimum wall thickness of 1.0 mm. Polypropylene sheathing may be used for the smooth plastic sheathing encapsulating individual strands of strand type tendons. Polypropylene sheathing shall have a density between 900 kg/m^3 and 910 kg/m^3 . Smooth polypropylene sheathing shall have a minimum wall thickness of 1.0 mm.

The smooth sheathing for the unbonded length of the individual strands shall have sufficient strength to prevent damage during construction operations, shall be watertight, chemically stable without embrittlement or softening, and nonreactive with concrete, steel or corrosion inhibiting grease. Smooth plastic sheathing, including joints, shall be watertight.

The corrugated sheathing, including joints, shall have sufficient strength to prevent damage during construction operations, shall be grout-tight and watertight, chemically stable without embrittlement or softening, and nonreactive with concrete, steel or corrosion inhibiting grease.

The transition between the corrugated plastic sheathing and the anchorage assembly shall be an approved detail that allows stressing to the design force without evidence of distress in the corrugated plastic sheathing.

Additional requirements for tiebacks with strand type tendons are as follows:

- A. The individual strands of a tendon, except for the bonded length, shall be fully coated with corrosion inhibiting grease and then encapsulated by a smooth HDPE or polypropylene sheath. The corrosion inhibiting grease shall fill all space between strand wires and shall encapsulate the strand giving an encasement diameter at least 0.12-mm greater than the diameter of the bare strand. The sheath shall be hot melt extruded onto the strand or shall be shop applied by an approved method that assures that all spaces between the sheath and the strand and between the strand wires are filled with corrosion inhibiting grease.
- B. The corrosion inhibiting grease shall provide a continuous nonbrittle film of corrosion protection to the prestressing steel and lubrication between the strand and the sheathing, shall resist flow from the sheathing, shall be chemically stable and nonreactive with the prestressing steel, sheathing material and concrete, and shall be organic with appropriate polar, moisture displacing, and corrosion inhibiting additives.
- C. The corrosion inhibiting grease shall have the physical properties listed in Table 3.2.1 of the Post Tensioning Manual, Fourth Edition, by the Post Tensioning Institute and as modified below. At least 40 days before use, a sample from the lot to be used and test results shall be provided for the corrosion inhibiting grease.

Test	Requirements	ASTM Designation:
Water Soluble Ions: Nitrates	10 g/kg max.	D 3867
Corrosion Test: 5% Salt Fog @ 38° C. 125 µm coating on 76 mm x 152 mm Q panel Type S, 1000 hrs min.	Grade 7 or better	B 117, D 610
Compatibility with sheathing: Hardness change & volume change of polymer after exposure to grease 40 days at 66° C.	15% max. 10% max.	D 4289, Except use D 792 for density

- D. A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications, shall be furnished to the Engineer certifying that the corrosion inhibiting grease complies with the requirements herein if sample and test results are not provided for the lot used.

Construction

Tieback anchors shall be installed in accordance with the manufacturer's recommendations. In case of a conflict between the manufacturer's recommendations and these special provisions, these special provisions shall prevail.

Water and grout from tieback anchor construction operations shall not be permitted to fall on public traffic, to flow across shoulders or lanes occupied by public traffic, or to flow into landscaping, gutters or other drainage facilities. Excessive amounts of water shall not be used in any of the drilling and the tieback anchor installation procedures.

Tieback anchor steel shall be protected prior to completion of all grouting against rust, corrosion and physical damage in conformance with the provisions in Section 50, "Prestressing Concrete," of the Standard Specifications. In addition, there shall be no evidence of distress in the plastic sheathing or crushing of the cement grout within the pregouted sheathing.

The tieback anchorage assembly shall be protected against rust, corrosion and physical damage, prior to completion of all grouting of enclosure or encasement in concrete.

The tieback anchor installation method selected by the Contractor shall be sufficient to achieve the loadings specified herein. Holes for tieback anchors shall be drilled in the foundation to a depth sufficient to provide the necessary bond length beyond the minimum unbonded length shown on the plans.

Temporary casing may be required to prevent caving in the vicinity of the existing drainage wells.

Tieback anchorage holes shall be drilled by either the rotary or rotary percussion drilling method.

Pregrouting shall occur at least 48 hours before placing the tendon in the drilled hole.

Prior to installing each anchor assembly into the drilled hole, the anchor assembly shall be clean and free of oil, grease or other extraneous substances, and any damage to the sheathing shall be repaired or replaced.

Grout for all stages of tieback construction shall be injected at the low end of the void being filled and shall be expelled at the high end until there is no evidence of entrapped air, water or diluted grout. The grout shall be placed using grout tubes, unless another method is approved by the Engineer. The quantity of the grout and the grout pressures shall be recorded.

Voids in the foundation material may be encountered along the length of the drilled hole and in the vicinity of the existing drainage wells which may effect drilling and grouting. Measures such as the use of a "grout sock" may be necessary to avoid the excessive loss of grout into the voids encountered.

After placing initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.

Additional requirements for tiebacks with strand type tendons are as follows:

- A. The Contractor shall have the option of using Alternative A or Alternative B as shown on the plans for tieback tendons.
- B. For Alternative A and Alternative B, strand tendons shall be sheathed with corrugated sheathing. The individual strands within the bonded length shall be separated by spaces so that the entire surface of each strand is bonded in the grout. The maximum spacing of strand spacers shall be 1.50 m. The strand spacers shall be plastic and of a construction and strength that will provide support for the individual strands during construction operations.
- C. For Alternative A, the bonded length of the tendon is sheathed with corrugated sheathing and pregrouted full length of the corrugated sheathing before placing the tendon in the hole. The corrugated sheathing shall lap the smooth sheathing on the strands 600 mm. For this alternative, the initial grout in the drilled hole may be placed before or after insertion of the strand tendon.
- D. For Alternative B, the tendon is sheathed full length with corrugated sheathing and pregrouted a minimum length of 600 mm before placing the tendon in the hole. After placing the tendon into the drilled hole and before placing initial grout in the drilled hole, the grout shall be injected at the low end of the corrugated sheathing and the grout shall be expelled at the high end until there is no evidence of entrapped air, water or diluted grout.
- E. For Alternative A and Alternative B, anchors in holes of 150 mm diameter and smaller shall be initially grouted to within 150 mm of the end of the steel tube. Grout in the unbonded length shall not be placed under pressure. After placing the initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.
- F. For Alternative A and Alternative B, anchors in holes of greater than 150 mm diameter shall be initially grouted within the bond length. After placing the initial grout, the anchor shall remain undisturbed until the grout has reached a strength sufficient to provide anchorage during testing operations.

Testing

All tiebacks shall be load tested by either a performance test or a proof test. Load testing shall be performed against a temporary waler which bears directly against the soldier piles or against the permanent concrete waler. The permanent waler shall either attain a compressive strength of 22 MPa or cure for 7 days before loading. Temporary walers shall remain the property of the Contractor. The magnitude of applied test loads shall be determined with a calibrated pressure gauge or a load cell. Movements of the end of the tieback, relative to an independent fixed reference point, shall be measured and recorded to the nearest 0.025 mm at each load increment during the load tests. The Contractor shall perform the measuring and recording and shall furnish the Engineer copies of the recorded movements.

A minimum of 4 tiebacks on top row and 3 tiebacks on subsequent rows shall be performance tested. The Engineer shall determine the location of the tiebacks to be performance tested.

The performance test or proof test shall be conducted by measuring the test load applied to the tieback and the tieback end movement during incremental loading and unloading of the anchor in accordance with the loading schedule. The test load shall be held constant for 10 minutes. During the test load hold, the movement of the end of the tendon shall be measured at 1, 2, 3, 4, 5, 6, and 10 minutes. If the total movement between one minute and 10 minutes exceeds one mm, the test load shall be held for an additional 50 minutes. Total movement shall be measured at 15, 20, 25, 30, 45, and 60 minutes. If the test load is held for 60 minutes, a creep curve showing the creep movement between one minute and 60 minutes shall be plotted as a function of the logarithm of time.

LOADING SCHEDULES		
PERFORMANCE TEST		PROOF TEST
	(CONT'D)	
AL	AL	AL
0.25T	0.25T	0.25T
AL	0.50T	0.50T
0.25T	0.75T	0.75T
0.50T	1.00T	1.00T
AL	1.25T	1.25T
0.25T	AL	1.50T (TEST LOAD)
0.50T	0.25T	AL
0.75T	0.50T	
AL	0.75T	
0.25T	1.00T	
0.50T	1.25T	
0.75T	1.50T (TEST LOAD)	
1.00T (CONT'D)	AL	
T = Design force for the anchor shown on the plans		
AL = Alignment load		

For performance and proof tests, each increment of load shall be applied in less than one minute and held for at least one minute but not more than 2 minutes or as specified above. The observation period for the load hold shall start when the pump begins to apply the last increment of load.

The jacking equipment, including the tendon movement measuring system, shall be stable during all phases of the tieback loading operations.

All tiebacks not performance tested shall be proof tested. If 1.5 times the design force cannot be obtained, the tieback shall be redesigned and replaced. Tieback anchors shall not be retested, unless the tieback bond length is post-grouted after the unacceptable test.

A performance tested tieback is acceptable if:

- A. The measured elastic movement exceeds 0.80 of the theoretical elongation of the unbonded length plus the jacking length at the maximum test load; and
- B. The creep movement between one and 10 minutes is less than 1.0 mm.

A proof tested tieback is acceptable if:

- A. The pattern of movements is similar to that of adjacent performance tested tiebacks; and
- B. The creep movement between one and 10 minutes is less than 1.0 mm.

Performance tested or proof tested tiebacks which fail to meet acceptance criterion B will be acceptable if the maximum load is held for 60 minutes and the creep curve plotted from the movement data indicates a creep rate of less than 2.0 mm for the last log cycle of time.

Lock-off

After successful testing of the tiebacks, the tiebacks shall be tensioned against the structure and locked off at a load equal to 1.0 T. The lock-off force is the load on the jacks which is maintained while the anchor head on the tieback is permanently set. Immediately after lock-off, a lift-off test shall be performed to demonstrate that the specified lock-off force was obtained. Adjustments in the shim thickness shall be made if required to maintain the specified lock-off force.

For strand tendons, the permanent wedges shall be fully set in the anchor head while the tendon is stressed to the test load of 1.50 T, and then locked off at the lock-off force by removal of the shims or other appropriate means.

The permanent strand wedges shall bear uniformly against the wedge retainer device when torque is applied to the high-strength bolts.

Grouting to the level of secondary grouting to the dimensions shown on the plans shall be completed only after successful testing and lock-off has been completed. At least 24 hours after the secondary grout has set, the remaining void in the steel tube and bearing plate shall be filled with grout. Grout shall be injected at the low end and expelled at the high end until there is no evidence of entrapped air or water. A minimum grout head of 600 mm shall be maintained until the grout has set.

The tieback anchor head shall be enclosed with a grouted anchorage enclosure device. After grouting the steel tube, the bearing plate surface shall be cleaned, silicon sealant placed, and the anchorage enclosure bolted in place. After bolting the anchorage enclosure in place the void in the anchorage enclosure shall be filled with grout by injecting grout at the low end of the void and venting at the high end. Any holes in the top of the anchorage enclosure used for grout placement shall be cleaned and sealed with silicon sealant.

Measurement and Payment

No payment will be made for tiebacks which do not pass the specified testing requirements.

Tieback anchors will be measured and paid for by the unit, and the number for payment will be determined by the requirements of the details shown on the plans.

The contract unit price paid for tieback anchor shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in constructing the tieback anchors, including special measures taken to contain grout in the drilled hole, testing, and furnishing and installing anchorage assemblies, complete in place, including repair or replacement of sheathing as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.35 CONCRETE STRUCTURES

Portland cement concrete structures shall conform to the provisions in Section 51, "Concrete Structures," of the Standard Specifications and these special provisions.

GENERAL

The reinforced concrete barrier slab shall be finished in conformance with the requirements in Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications and these special provisions.

Concrete for the reinforced concrete waler shall be structural concrete, retaining wall.

Concrete for the reinforced concrete barrier slab shall be structural concrete, barrier slab.

The bearing plates and the steel tubes welded to the bearing plates of the tieback anchors shall be in place prior to placing concrete for the waler.

The first paragraph of Section 51-1.20, "Sidewalks, Curbs and Stairways on Structures," of the Standard Specifications is amended to read:

- The concrete shall be finished in conformance with the provisions for finishing surfaces in Section 73-1.06, "Sidewalk, Gutter Depression, Island Paving, Curb Ramp (Wheelchair Ramp), and Driveway Construction," except that surfaces shall not be marked.

10-1.36 REINFORCEMENT

Reinforcement shall conform to the provisions in Section 52, "Reinforcement," of the Standard Specifications and these special provisions.

The third paragraph of Section 52-1.04, "Inspection," of the Standard Specifications is amended to read:

- A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall also be furnished for each shipment of epoxy-coated bar reinforcement or wire reinforcement certifying that the coated reinforcement conforms to the requirements in ASTM Designation: A 775/A 775M or A 884/A 884M, respectively, and the provisions in Section 52-1.02B, "Epoxy-coated Bar Reinforcement," of the Standard Specifications. The Certificate of Compliance shall include all of the certifications specified in ASTM Designation: A 775/A 775M or A 884/A 884M respectively, and a statement that the coating material has been prequalified by acceptance testing performed by the Valley Forge Laboratories, Inc., Devon, Pennsylvania.

The third paragraph of Section 52-1.08C, "Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The total slip of the reinforcing bars within the splice sleeve after loading in tension to 200 MPa and relaxing to 20 MPa shall not exceed the values listed in the following table. The slip shall be measured between gage points that are clear of the splice sleeve.

Reinforcing Bar Number	Total Slip (μm)
13	250
16	250
19	250
22	350
25	350
29	350
32	450
36	450
43	600
57	750

The first paragraph of Section 52-1.08C(5), "Sleeve-Lockshear Bolt Mechanical Butt Splices," of the Standard Specifications is amended to read:

- The sleeve-lockshear bolt type of mechanical butt splices shall consist of a seamless steel sleeve, center hole with centering pin, and bolts that are tightened until the bolt heads shear off with the bolt ends left embedded in the reinforcing bars. The seamless steel sleeve shall be either formed into a V configuration or shall have 2 serrated steel strips welded to the inside of the sleeve.

Section 52-1.08F, "Nondestructive Splice Tests," of the Standard Specifications is amended by deleting the seventh paragraph.

EPOXY-COATED REINFORCEMENT

All longitudinal and transverse bar reinforcement in reinforced concrete members of the tiedback retaining wall, in the barrier slab, and in the concrete barrier shall be epoxy-coated.

10-1.37 TIMBER LAGGING

Timber lagging shall conform to the details shown on the plans and the provisions in Sections 57, "Timber Structures," and 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications and these special provisions.

Attention is directed to the section, "Order of Work," in these special provisions regarding timber lagging.

All timber members shall be preservative treated Douglas fir of the grades shown on the plans. Timber members shall be full sawn to the dimensions shown on the plans.

Timber members to be placed vertically behind lagging members at horizontal drain pipes shall conform to the requirements of timber lagging of these special provisions.

Timbers greater than 100 mm thick shall be installed with a 13 mm gap between lagging members except where shown on the plans.

The preservative treatment shall be with ammoniacal copper zinc arsenate conforming to the requirements for use in bridges and important structural members in the American Wood Preservers Association Standard C-14, "Wood for Highway Construction--Preservative Treatment."

All cuts, daps and holes in the timber lagging shall be thoroughly swabbed with three applications of ammoniacal copper zinc arsenate conforming to the requirements in these special provisions.

Timber elements that are split, broken, or otherwise damaged by the Contractor's operations or misfitting timber elements in the new installation shall be replaced at the Contractor's expense.

The galvanized spikes shall be commercial quality. Predrilling for spikes is required.

At the end of the work shift, lagging shall be placed the full height of the exposed excavation face.

Lagging shall be placed 600 mm below the bottom of the reinforced concrete waler before constructing the reinforced concrete waler.

MEASUREMENT AND PAYMENT.--Timber lagging will be measured by the cubic meter. This volume will be determined by multiplying the area of wall projected on a vertical plane between the centerline of piles and the measured distance from the bottom to the top of timber lagging (including the shims placed between rows of lagging) by the thickness of the timber lagging indicated on the plans.

Timber members to be placed vertically behind lagging members at horizontal drain pipes shall be measured and paid for as timber lagging.

The contract price paid per cubic meter for timber lagging, shall include full compensation for furnishing all labor, materials (including hardware and wood preservative), tools, equipment, and incidentals, and for doing all the work involved in placing the timber lagging, complete in place, including clipping, furnishing and installing the HDPE shims, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10.1.38 CLEAN AND PAINT STEEL SOLDIER PILING

Steel piling surfaces shall be cleaned and painted in conformance with the provisions in Sections 59-2, "Painting Structural Steel," and 91, "Paint," of the Standard Specifications and these special provisions. Limits of the steel soldier pile surfaces to be dry blast cleaned and shop primed with the inorganic zinc coating shall be as shown on the plans.

Section 59-2.01, "General," of the Standard Specifications is amended by adding the following paragraph after the first paragraph:

- Unless otherwise specified, painting Contractors or subcontractors shall be required to have the following certifications from the "SSPC: The Society for Protective Coatings" (formerly the Steel Structures Painting Council), prior to performing the work:
 - A. For cleaning and painting of structural steel in the field, certification in conformance with the requirements in Qualification Procedure No. 1, "Standard Procedure For Evaluating Painting Contractors" (SSPC-QP 1).
 - B. For the removal of paint from structural steel, certification in conformance with the requirements in Qualification Procedure No. 2, "Standard Procedure For Evaluating The Qualifications of Painting Contractors To Remove Hazardous Paint" (SSPC-QP 2).
 - C. For cleaning and painting of structural steel in a permanent painting facility, certification in conformance with the requirements in Qualification Procedure No. 3, "Standard Procedure For Evaluating Qualifications of Shop Painting Contractors" (SSPC-QP 3). The AISC's Sophisticated Paint Endorsement (SPE) quality program will be considered equivalent to SSPC-QP 3.

The third paragraph of Section 59-2.03, "Blast Cleaning," of the Standard Specifications is amended to read:

- Exposed steel or other metal surfaces to be blast cleaned shall be cleaned in conformance with the requirements in Surface Preparation Specification No. 6, "Commercial Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular anchor pattern of not less than 35 μ m as measured in conformance with the requirements in ASTM Designation: D 4417.

The first paragraph of Section 59-2.06, "Hand Cleaning," of the Standard Specifications is amended to read:

- Dirt, loose rust and mill scale, or paint which is not firmly bonded to the surfaces shall be removed in conformance with the requirements in Surface Preparation Specification No. 2, "Hand Tool Cleaning," of the "SSPC: The Society for Protective Coatings." Edges of old remaining paint shall be feathered.

The fourth paragraph of Section 59-2.12, "Painting," of the Standard Specifications is amended to read:

- The dry film thickness of the paint will be measured in place with a calibrated Type 2 magnetic film thickness gage in conformance with the requirements of specification SSPC-PA2 of the "SSPC: The Society for Protective Coatings."

Open joints between concrete and painted or galvanized metal surfaces shall be caulked with non-silicone type sealing compound conforming to the requirements in Federal Specification TT-S-230, Type II, or other approved material. The sealing compound shall be applied no sooner than 24 hours after the high pressure cleaning has been applied. The sealing compound shall be allowed to cure as recommended by the manufacturer prior to the water rinsing and application of the first finish coat. When no finish coats are applied, the sealing compound shall be gray in color.

CLEANING

All designated piling surfaces to be blast cleaned shall be dry blast cleaned in conformance with the requirements of Surface Preparation Specification No. 10, "Near White Blast Cleaning," of the "SSPC: The Society for Protective Coatings." Blast cleaning shall leave all surfaces with a dense, uniform, angular, anchor pattern of not less than 40 μm nor more than 86 μm as measured in conformance with the requirements in ASTM Designation: D 4417.

Mineral and slag abrasives used for blast cleaning steel shall conform to the requirements in Abrasive Specification No. 1, "Mineral and Slag Abrasives," of the "SSPC: The Society for Protective Coatings," and shall not contain hazardous material. Mineral and slag abrasives shall comply with the requirements for Class A, Grade 2 to 3 as defined therein.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications and a Material Safety Data Sheet shall be furnished prior to use for each shipment of blast cleaning material to be used on steel.

PAINTING

Blast cleaned surfaces shall receive a single undercoat and a minimum of 2 finish coats of an exterior grade latex paint supplied by the manufacturer of the inorganic zinc coating.

The single undercoat shall consist of a waterborne inorganic zinc coating conforming to the requirements in AASHTO Designation M 300, Type II, except that: 1) the first 3 sentences of Section 4.7, "Primer Field Performance Requirements," and the entire Section 4.7.1 shall not apply, and 2) zinc dust shall be Type II in conformance with the requirements in ASTM Designation: D 520. The inorganic zinc coating shall be listed on the qualified products list which may be obtained from the Transportation Laboratory.

Inorganic zinc coating shall be used within 12 hours of initial mixing.

Application of inorganic zinc coating shall conform to the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications.

Inorganic zinc coating shall not be applied when the atmospheric or surface temperature is less than 7°C nor more than 29°C nor when the relative humidity exceeds 85 percent.

The single undercoat of inorganic zinc coating shall be applied to the required dry film thickness in 2 or more applications within 4 hours after blast cleaning.

The total dry film thickness of all applications of inorganic zinc coating, where finish coats are specified, shall be not less than 100 μm nor more than 200 μm .

Areas where mudcracking occurs in the inorganic zinc coating shall be blast cleaned and repainted with inorganic zinc coating to the specified thickness.

Dry spray, or overspray, as defined in the Steel Structures Painting Manual, Volume 1, "Good Painting Practice," of the "SSPC: The Society for Protective Coatings," shall be removed prior to application of subsequent coats or final acceptance. Removal of dry spray shall be by screening or other methods that minimize polishing of the inorganic zinc surface. The dry film thickness of the coating after removal of dry spray shall be in conformance with the provisions for applying the single undercoat, as specified herein.

The inorganic zinc coating shall be tested for adhesion and cure. The locations of the tests will be determined by the Engineer. The sequence of the rinsing and testing operations shall be determined by the Contractor. The testing for adhesion and cure will be performed no sooner than 72 hours after application of the single undercoat of inorganic zinc coating. At the Contractor's expense, satisfactory access shall be provided to allow the Engineer to determine the location of the tests and to test the inorganic zinc coating cure. The inorganic zinc coating shall pass the following tests:

Adhesion

- The inorganic zinc coating shall have a minimum adhesion to steel of 4 MPa when measured at no more than 3 locations on each pile using a self-aligning adhesion tester in conformance with the requirements in ASTM Designation: D 4541. The Contractor, at the Contractor's expense, shall: (1) verify compliance with the adhesion requirements, (2) furnish test results to the Engineer, and (3) repair the coating after testing.

Cure

- The inorganic zinc coating, when properly cured, shall exhibit a solid, hard, and polished metal surface when firmly scraped with the knurled edge of a quarter. Inorganic zinc coating that is powdery, soft, or does not exhibit a polished metal surface, as determined by the Engineer, shall be repaired by the Contractor, at the Contractor's expense, by blast cleaning and repainting with inorganic zinc coating to the specified thickness.
- The surface pH of the inorganic zinc primer shall be checked in conformance with ASTM Designation: D4262 by wetting the surface with deionized water and applying pH paper with a capability of measuring in increments of 0.5 pH units. Application of finish coats will not be permitted until the surface pH is less than 8. Surfaces that do not reach a pH of less than 8 within one week of application, shall be repaired by the Contractor, at the Contractor's expense.

Except as approved by the Engineer, a minimum curing time of 72 hours shall be allowed between applications of inorganic zinc coating and water rinsing.

Exposed areas of inorganic zinc coating at locations to receive finish coats, as shown on the plans, shall be water rinsed. Areas of the coating that are removed by the water rinsing shall be reapplied in conformance with the provisions for applying zinc-rich coating in Section 59-2.13, "Application of Zinc-Rich Primer," of the Standard Specifications and the provisions specified herein.

After installation of the piling, surfaces of steel piling shall receive a minimum of 2 finish coats of an exterior grade latex paint supplied by the manufacturer of the inorganic zinc coating at the locations and to the limits shown on the plans.

The first finish coat shall be applied within 48 hours following water rinsing.

The finish coat paint shall be formulated for application to inorganic zinc coating and shall conform to the following:

Property	Value	ASTM Designation
Pigment content, percent	24 max.	D 3723
Nonvolatile content, mass percent	49 min.	D 2369
Viscosity, KU	75 min. to 90 max.	D 562
Fineness of dispersion, Hegman	6 min.	D 1210
Drying time at 25°C, 50% RH, 100-µm wet film		D 1640
Set to touch, minutes	30 max.	
Dry through, hours	1 max.	
Adhesion	4A	D 3359, Procedure A

- A. No visible color change in the finish coats shall occur when tested in conformance with the requirements of ASTM Designation: G 53 using FS 40 UV-B bulbs for a minimum of 38 cycles. The cycle shall be 4 hours of ultraviolet (UV) exposure at 60°C and 4 hours of condensate exposure at 40°C.
- B. The vehicle shall be an acrylic or modified acrylic copolymer with a minimum of necessary additives.

The first finish coat shall be applied in 2 applications. The first application shall consist of a spray applied mist application. The second application shall be applied after the mist application has dried to a set to touch condition. The first finish coat color shall match Federal Standard 595B No. 36628. The total dry film thickness of both applications of the first finish coat shall be not less than 50 µm.

Except as approved by the Engineer, a minimum drying time of 12 hours shall be allowed between finish coats.

The second finish coat color shall match Federal Standard 595B, No. 26408. The total dry film thickness of the applications of the second finish coat shall be not less than 50 µm.

The 2 finish coats shall be applied in 3 or more applications to a total dry film thickness of not less than 100 µm nor more than 200 µm.

The total dry film thickness of all applications of inorganic zinc coating and finish coat paint shall be not less than 200 µm nor more than 350 µm.

REPAIR

Shop waterborne inorganic zinc coated surfaces of piling that are abraded or damaged at any time after the application of the shop coat shall be repaired prior to installation. If the repair area exceeds 1 percent of the total coated surface as determined by the Engineer, the Contractor shall repair the surface by blast cleaning and painting the surface with waterborne inorganic zinc coating as previously specified. If the repair area is less than 1 percent of

the total coated surface, the Contractor will be permitted to repair the area by thoroughly wire brushing the damaged areas and removing all loose and cracked coating, after which the cleaned areas shall be painted with 2 applications of unthinned zinc-rich primer (organic vehicle type) conforming to the provisions in Section 91, "Paint," of the Standard Specifications. Repair of abraded or damaged surfaces shall be at the Contractor's expense. Aerosol cans shall not be used.

The Contractor shall take precautions in order to protect the exposed exterior flange and flange edges of the soldier piles from the lean concrete and other surface contamination in order to minimize the work required to prepare the surface for the finish coats.

After pile installation and after the removal of lean concrete from the exposed surfaces, areas where the inorganic zinc coating has been damaged or has deteriorated shall be thoroughly cleaned, foreign substances shall be removed, and surfaces shall be spot painted with the same inorganic zinc coating to the specified thickness. Damaged areas of inorganic zinc coating shall be blast cleaned and painted as specified in these special provisions.

PAYMENT

The contract lump sum price paid for clean and paint steel soldier piling shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in cleaning and painting piling, complete in place, including water rinsing, adhesion testing of inorganic zinc coating, and the protecting, cleaning and repair of surfaces prior to and after pile installation, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

10-1.39 PREPARING AND PAINTING CONCRETE

The concrete walers and other portions as shown on the plans of the soldier pile wall shall be prepared and painted in conformance with the details shown on the plans, the provisions in Section 59, "Painting," and Section 91, "Paint," of the Standard Specifications, and these special provisions.

The paint to be applied to concrete surfaces shall conform to the provisions in Section 91-4.05, "Paint; Acrylic Emulsion, Exterior White and Light and Medium Tints," of the Standard Specifications. The color of the paint shall be dark brown.

10-1.40 CORRUGATED METAL PIPE

Corrugated steel pipe culverts shall conform to the provisions in Section 66, "Corrugated Metal Pipe," of the Standard Specifications and these special provisions.

Asphaltic mastic coating or polymeric sheet coating substituted for bituminous coating shall be placed on the outside and inside surfaces of the pipe.

Corrugated steel pipe shall be fabricated from zinc-coated steel sheet.

The jacking operations at Station(s) 117+85 have been classified "Potentially Gassy" by the State Division of Occupational Safety and Health under Section 8422 of the Tunnel Safety Orders.

10-1.41 UNDERDRAIN

Perforated steel pipe underdrains shall conform to the provisions in Section 68-1, "Underdrains," of the Standard Specifications.

10-1.42 HORIZONTAL DRAIN

Horizontal drains shall conform to the provisions in Section 68-2, "Horizontal Drains," of the Standard Specifications.

10-1.43 COLLECTOR SYSTEM (HORIZONTAL DRAIN)

Collector system (horizontal drain) shall conform to the provisions in Section 64, "Plastic Pipe," of the Standard Specifications.

10-1.44 OVERSIDE DRAIN

Metal pipe downdrain anchor assemblies and corrugated steel pipe downdrains shall conform to the provisions in Section 69, "Overside Drains," of the Standard Specifications and these special provisions.

Steel pipe downdrains shall be fabricated from zinc-coated steel sheet.

10-1.45 MISCELLANEOUS FACILITIES

Corrugated steel pipe inlet shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications.

10-1.46 SLOPE PROTECTION

Slope protection shall be placed or constructed in conformance with the provisions in Section 72, "Slope Protection," of the Standard Specifications and these special provisions.

Rock slope protection fabric shall be woven or nonwoven type fabric, Type A or Type B, at the option of the Contractor.

10-1.47 MISCELLANEOUS CONCRETE CONSTRUCTION

Minor concrete (miscellaneous construction) shall conform to the provisions in Section 73, "Concrete Curbs and Sidewalks," of the Standard Specifications.

10-1.48 INCLINOMETER

This work shall consist of drilling 200 mm diameter holes, 30 meters deep for the installation of State-furnished and installed inclinometers at the locations shown on the plans and furnishing pea gravel to be placed by the Engineer around the inclinometer casings. Holes for inclinometer casings shall be drilled into natural foundation materials at the location shown on the plans in accordance with the requirements in these special provisions.

Attention is directed to "Earthwork" elsewhere in these special provisions.

Holes for inclinometer casings shall be drilled upon completion of the finished grade of earth shown on the plans.

Special caution shall be taken to avoid encroachment with tie-backs or with the drainage gallery.

The Contractor shall notify the Engineer in writing not less than 48 hours in advance of drilling the holes for the inclinometer casings.

Installation of the inclinometer casings and inclinometer covers, and filling the space remaining around casings with pea gravel will be performed by the Engineer without cost to the Contractor. This work will be performed the same day the hole is drilled.

Drilled holes shall be accurately located and shall be straight and true. Difficult drilling is anticipated due to the presence of groundwater. Rock drilling equipment will be required.

Suitable temporary casings shall be furnished and placed when necessary to prevent caving of the hole.

All loose materials existing at the bottom of the hole after drilling operations have been completed shall be removed by the Contractor before the Engineer places and positions the inclinometer casing in the hole.

Materials resulting from drilling holes shall remain the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Drilling mud or chemical stabilizers may be used only for the holes drilled for the inclinometer casings. Surface water shall not be permitted to enter the hole.

Casing, if used in drilling operations, shall be removed from the hole after the inclinometer casings are placed therein.

The contract price paid per meter for drilled hole of the diameter shown on the plans shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in drilling holes for inclinometer casings, including disposing of material resulting from drilled holes, and furnishing, installing and removing temporary casings, when necessary, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Full compensation for furnishing the pea gravel to fill the space remaining around the inclinometer casings shall be considered as included in the contract price paid per meter for drilled hole of the diameter shown on the plans and no additional compensation will be allowed therefor.

10-1.49 MISCELLANEOUS IRON AND STEEL

Miscellaneous iron and steel shall conform to the provisions in Section 75, "Miscellaneous Metal," of the Standard Specifications.

10-1.50 MARKERS AND DELINEATORS

Markers and delineators shall conform to the provisions in Section 82, "Markers and Delineators," of the Standard Specifications and these special provisions.

Markers and delineators on flexible posts shall conform to the provisions in "Approved Traffic Products" of these special provisions. Flexible posts shall be made from a flexible white plastic which shall be resistant to impact, ultraviolet light, ozone, and hydrocarbons. Flexible posts shall resist stiffening with age and shall be free of burns, discoloration, contamination, and other objectionable marks or defects which affect appearance or serviceability.

Retroreflective sheeting for metal and flexible target plates shall be the retroreflective sheeting designated for channelizers, markers, and delineators conforming to the requirements in ASTM Designation: D 4956-95 and in conformance with the provisions in "Approved Traffic Products" of these special provisions.

10-1.51 METAL BEAM GUARD RAILING

Metal beam guard railing shall be constructed in conformance with the provisions in Section 83-1, "Railings," of the Standard Specifications and these special provisions.

Attention is directed to "Order of Work" of these special provisions.

Line posts and blocks shall be wood.

Delete the ninth and eleventh paragraphs in Section 83-1.02B, "Metal Beam Guard Railing," of the Standard Specifications.

The grades and species of wood posts and blocks shall be No. 1 timbers (also known as No. 1 structural) Douglas fir or No. 1 timbers Southern yellow pine. Wood posts and blocks shall be graded in conformance with the provisions in Section 57-2, "Structural Timber," of the Standard Specifications, except allowances for shrinkage after mill cutting shall in no case exceed 5 percent of the American Lumber Standards minimum sizes, at the time of installation.

Wood posts and blocks shall be pressure treated after fabrication in conformance with the provisions in Section 58, "Preservative Treatment of Lumber, Timber and Piling," of the Standard Specifications with creosote, creosote coal tar solution, creosote petroleum solution (50-50), pentachlorophenol in hydrocarbon solvent, copper naphthenate, ammoniacal copper arsenate, or ammoniacal copper zinc arsenate. In addition to the preservatives listed above, Southern yellow pine may also be pressure treated with chromated copper arsenate. When other than one of the creosote processes is used, blocks shall have a minimum retention of 6.4 Kg/m³, and need not be incised.

Metal beam guard railing elements and required backup plates, terminal sections, end sections, and return sections shall conform to the requirements of Type 2 W-Beam as shown in AASHTO Designation: M 180.

TERMINAL SYSTEM (TYPE SRT)

Terminal system (Type SRT) shall be furnished and installed as shown on the plans and in conformance with these special provisions.

Terminal system (Type SRT) shall be a SRT-350 Slotted Rail Terminal as manufactured by Syro, Inc., a Trinity Industries Company, and shall include all the items detailed for terminal system (Type SRT) shown on the plans.

Arrangements have been made to insure that any successful bidder can obtain the SRT-350 Slotted Rail Terminal from the manufacturer, Syro, Inc., a Trinity Industries Company, P.O. Box 99, 950 West 400S, Centerville, UT 84014, Telephone 1-800-772-7976. The price quoted by the manufacturer for the SRT-350 Slotted Rail Terminal, FOB Centerville, Utah is \$2000, not including sales tax.

The Contractor shall provide the Engineer with a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications. The Certificate of Compliance shall certify that terminal systems (Type SRT) conform to the contract plans and specifications, conform to the prequalified design and material requirements and were manufactured in conformance with the approved quality control program.

The terminal system (Type SRT) shall be installed in conformance with the manufacturer's installation instructions and these requirements. At the Contractor's option, steel foundation tubes with soil plates attached, shall be either driven, with or without pilot holes, or placed in drilled holes. Space around the steel foundation tubes shall be backfilled with selected earth, free of rock, placed in layers approximately 100 mm thick and each layer shall be moistened and thoroughly compacted. Wood terminal posts shall be inserted into the steel foundation tubes by hand. Before the wood terminal posts are inserted, the inside surfaces of the steel foundation tubes to receive the wood posts shall be coated with a grease which will not melt or run at a temperature of 65°C or less. The edges of the wood terminal posts may be slightly rounded to facilitate insertion of the post into the steel foundation tubes.

Surplus excavated material remaining after the terminal system (Type SRT) has been constructed shall remain the property of the Contractor and shall be disposed of in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

10-1.52 CONCRETE BARRIER

Concrete barriers shall conform to the provisions in Section 83-2, "Barriers," of the Standard Specifications and these special provisions.

Bar reinforcing steel for use in concrete barriers shall conform to the provisions in "Epoxy-coated Reinforcement," of these special provisions.

10-1.53 THERMOPLASTIC TRAFFIC STRIPE AND PAVEMENT MARKING

Thermoplastic traffic stripes (traffic lines) and pavement markings shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

Where striping joins existing striping, as shown on the plans, the Contractor shall begin and end the transition from the existing striping pattern into or from the new striping pattern a sufficient distance to ensure continuity of the striping pattern.

Thermoplastic material shall conform to the requirements in State Specification 8010-19A.

At the option of the Contractor, permanent striping tape as specified in "Approved Traffic Products" of these special provisions, may be placed instead of the thermoplastic traffic stripes and pavement markings specified herein. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of thermoplastic traffic stripes and pavement markings, the pavement tape will be measured and paid for by the meter as thermoplastic traffic stripe and by the square meter as thermoplastic pavement marking.

10-1.54 PAINT TRAFFIC STRIPE

Painted traffic stripes (traffic lines) shall be applied in conformance with the provisions in Section 84, "Traffic Stripes and Pavement Markings," of the Standard Specifications and these special provisions.

At the option of the Contractor, permanent striping tape conforming to the provisions in "Approved Traffic Products" of these special provisions may be placed instead of the painted traffic stripes specified herein. Pavement tape, if used, shall be installed in conformance with the manufacturer's specifications. If pavement tape is placed instead of painted traffic stripes, the pavement tape will be measured and paid for by the meter as paint traffic stripe of the number of coats designated in the Engineer's Estimate.

10-1.55 PAVEMENT MARKERS

Pavement markers shall be placed in conformance with the provisions in Section 85, "Pavement Markers," of the Standard Specifications.

SECTION 10-2. (BLANK)

SECTION 10-3. SIGNALS, LIGHTING AND ELECTRICAL SYSTEMS

10-3.01 DESCRIPTION

Installing flashing beacons and lighting shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

10-3.02 COST BREAK-DOWN

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 30 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

10-3.03 CONDUIT

Conduit to be installed underground shall be Type 3 or Type 4.

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

10-3.04 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B".

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

10-3.05 SERVICE

Type A service equipment enclosures shall be the aluminum type.

Circuit breakers shall be the cable-in/cable-out type, mounted on non-energized clips. All circuit breakers shall be mounted vertically with the up position of the handle being the "ON" position.

10-3.06 FLASHING BEACONS

Incandescent lamps for flashing beacon units will be contractor in conformance with the provisions in "Materials" of these special provisions.

10-3.07 LUMINAIRES

Ballasts shall be the lag or lead regulator, non-regulating reactor, autotransformer or high reactance type.

10-3.08 PAYMENT

Full compensation for flashing beacons shall be considered as included in the contract lump sum price paid for temporary lighting and no separate payment will be made therefor.

SECTION 11. (BLANK)

SECTION 12. (BLANK)

SECTION 13. (BLANK)

SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

GENERAL.—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

PERFORMANCE OF PREVIOUS CONTRACT.—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

NON-COLLUSION PROVISION.—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name _____ of _____ joint _____ venture
2. Address _____ of _____ joint _____ venture
3. Phone _____ number _____ of _____ joint _____ venture
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.)

a. Describe the role of the MBE firm in the joint venture.

b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer:

5. Nature of the joint venture's business
-
-
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership?
-
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
- Profit and loss sharing.
 - Capital contributions, including equipment.
 - Other applicable ownership interests.
9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:
- Financial decisions
 - Management decisions, such as:
 - Estimating
 - Marketing and sales
 - Hiring and firing of management personnel
 - Purchasing of major items or supplies
 - Supervision of field operations

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

Affidavit

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm	Name of Firm
Signature	Signature
Name	Name
Title	Title
Date	Date

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

Date _____

State of _____

County of _____

On this ____ day of _____, 19 __, before me appeared (Name) _____ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) _____ to execute the affidavit and did so as his or her free act and deed.

Notary Public _____

Commission expires _____

[Seal]

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

I. GENERAL

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;

Section IV, paragraphs 1, 2, 3, 4, and 7;

Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
 - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
 - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
 - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
 - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
 - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
 - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
 - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
 - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
 - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
 - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
 - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
 - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer,

demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

- a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.
- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
- c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
- d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.

6. Training and Promotion:

- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
- b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
- c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
- d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.

7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:

- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
- b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
- c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.

- d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.
- 8. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
 - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
 - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
- 9. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
 - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
 - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
 - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where

segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).
- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

- (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
 - (2) the additional classification is utilized in the area by the construction industry;
 - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
 - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
 - d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
 - e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

- a. Apprentices:
 - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. Apprentices and Trainees (Programs of the U.S. DOT):

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.
- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;

- (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
 - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
 - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.
 - c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
 - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
 - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and

expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

Notice To All Personnel Engaged On Federal-Aid Highway Projects

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
 - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other

remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

CALIFORNIA ECONOMIC AREA

		Goal (Percent)
174	Redding, CA:	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
175	Eureka, CA	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
176	San Francisco-Oakland-San Jose, CA:	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
177	Sacramento, CA:	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
178	Stockton-Modesto, CA:	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		Goal (Percent)
179	Fresno-Bakersfield, CA	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
180	Los Angeles, CA:	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
181	San Diego, CA:	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.